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GENERAL HEADINGS.



## Cases Reported this Week.



# Current Topics.

### Judges and Seats in Parliament.

THE INCIDENT of Sir ERNEST WILD'S retention of his seat in the House of Commons while holding the office of Recorder of the City of London has been closed by the publication of a letter written by Sir CLAUD SCHUSTER on behalf of the Lord Chancellor to the City Remembrancer, giving his reasons why the two positions are incompatible, and suggesting that Sir ERNEST WILD should retire at some comparatively early but convenient date, such as the occurrence of the next General Election, and by Sir ERNEST WILD'S decision, stated in the House of Commons last Monday, to accept this suggestion. With regard to this particular incident it is not necessary to say anything further, but the general reasons advanced by the Lord Chancellor may be interesting for comment hereafter.

### Capital Punishment.

WE HAVE REFRAINED from commenting on the sentence passed on Major HERBERT ARMSTRONG until it had been executed because, as a protest against capital punishment, comment would, in this particular instance, have been futile, and on the case itself it was useless to say anything in view of the strong opinions held on the Bench, both at the trial and in the Court of Criminal Appeal. That ARMSTRONG to the last protested his innocence may, perhaps, appeal more to an outsider who remembers the long list of mistaken verdicts, than to judges whose special task it is to administer the criminal law, and who do it in a manner which wins universal respect. But whatever may be said in favour of circumstantial evidence, it is a method of proof full of pitfalls, and of the many objections to capital punishment, one of the strongest is that it admits of no reversal. What part capital punishment should take in an enlightened system of law is too great an inquiry to embark on here. There may be persons whom it is necessary to kill because they are a danger to society. But the circumstances under which this should be done are still unexplored. It can hardly be doubted, however, that

in the future the present rough rules which work retributive or deterrent justice by capital punishment in a great variety of cases—political, military, or criminal—will undergo complete revision. The case has brought into prominence certain questions which deserve consideration—whether the Attorney-General is the proper person to decide on an appeal to the House of Lords, whether the rule which gives the prosecution the last word in a criminal case should be preserved—and, according to published reports, the conduct of the jury was not such as to show that they realised the responsibilities of their office. Of course the case is of no special importance to solicitors, any more than that of EUGENE ARAM was to schoolmasters. But there is at the present time plenty of matter to suggest doubts as to the continuance of capital punishment on the traditional lines.

### Death Sentences and the Age-Limit.

IT IS NATURAL to follow up the above observations with a reference to the case of JACOBY, the boy of seventeen who lies under sentence of death for the murder of Lady WHITE. The Children Act of 1908 abolished capital punishment for "children," *i.e.*, persons under sixteen years of age; but the House of Commons rejected proposals to abolish or restrict it in the case of "young persons," *i.e.*, criminals between sixteen and twenty-one. No doubt, so long as capital punishment is retained on the ground that its deterrent effect cannot safely be dispensed with, it may be thought not feasible to fix an age limit so high as twenty-one; but in the case of "young persons" there might reasonably be a discretion left to the trial judge, coupled with a direction to give effect to any recommendation the jury might offer on the question of sentence. In the *Jacoby Case* the jury recommended the boy to mercy on the grounds of (1) his age, and (2) the absence of premeditation. It will be recollected that he had entered Lady WHITE'S bedroom to commit a theft, and, hearing a sound which caused him to dread detection, he at once hit her on the head with intent to stun her. Of course, in such a case there is technically "constructive murder." But, in all the circumstances, and taking into consideration the fact that JACOBY, although sane, was half-witted with the cunning of half-witted youths, the case seems one for careful consideration by the Home Secretary with a view to advising the exercise by His Majesty of the prerogative of mercy. Indeed, pending more drastic changes, some amendment of the law on the lines suggested above seems desirable.

### The Law of Property Bill and the Revenue.

AN INTERESTING debate occurred in the House of Commons last Monday on a financial resolution in connection with the Law of Property Bill. It appears from the resolution that the Bill impinges on finance at three points: stamp duty on re-conveyances of mortgages, the insurance fund under the Land Transfer Act, 1897, and compensation to officers of the Yorkshire Deed Registries. As to the insurance fund, it may be noticed that clause 173 of the Bill makes extensive changes in s. 7 of the Act of 1897, under which the right to indemnity arises, with a view, we presume, to getting rid of such restrictions on the right as have been revealed by cases like *A.-G.* v. *Odell* (1906, 2 Ch. 47), and consequently the claims on the insurance fund may be expected to be increased. As to the local Deed Registries, clause 6 provides that it shall only be necessary to register deeds which transfer or create a legal estate, or create a charge by way of legal mortgage. Consequently the operations of the Yorkshire and Middlesex Registries will be diminished, and in Yorkshire smaller staffs will suffice for the work. The Middlesex Registry is already incorporated with the Land Registry Office, so that the financial resolution on this point only refers to Yorkshire.

### Indorsed Receipts and Re-conveyance Duty.

THE MATTER of most general interest in the above connection is the reconveyance duty on mortgages. All mortgages, it will be remembered, are to be by way of demise for a long term, or by charge which will operate as a legal mortgage: Second Schedule, Clause 3 (*ante*, p. 371). The Schedule provides for the making and realization of mortgages. A term mortgage will be subject to a provision for cesser corresponding to the right of redemption, so that no reconveyance will be needed. A charge by deed expressed to be by way of legal mortgage is to afford the same protection as a term mortgage, but, being in its nature only a charge, it will also cease on repayment. Hence, when the Act is in operation, there can apparently never be any need for a reconveyance. But in Part III (Amendments of the Conveyancing Acts) provision is made for reconveyances of mortgages by endorsed receipts under seal. This is by Clause 84—a clause with eleven sub-clauses, and requiring careful study to ascertain its effect. Statutory receipts are, of course, familiar in building society mortgages, and under s. 42 of the Building Societies Act, 1874, the indorsed receipt vests the estate in the person entitled to the equity of redemption, though who this may be has been the subject of litigation in such cases as *Pease* v. *Jackson* (3 Ch. App. 576), and *Hosking* v. *Smith* (13 App. Cas. 582). Presumably Clause 84 has been drafted with a view to preventing the recurrence of such difficulties on a larger scale. Building society receipts are exempt from stamp duty under the general exemption in s. 41 of the Act of 1874 of instruments required in pursuance of the Act or the rules of the society: but without this special exemption, a mere receipt indorsed on an equitable mortgage requires no stamp, though it effectively discharges the mortgage: *Firth & Sons, Ltd.* v. *Inland Revenue Commissioners* (1904, 2 K.B. 205), and under the system of the Law of Property Bill, an indorsed receipt on any mortgage would apparently be similarly exempt. But this would not suit the Treasury, and accordingly the financial resolution in question is as follows:—"(*a*) Any receipt of moneys secured by a mortgage which by virtue of the said Act operates as a surrender or reconveyance shall be liable to the same stamp duty as if it were a reconveyance." This supports Clause 84 (5), by which a receipt taking effect under the section is to be liable to duty as a reconveyance. Possibly if we suggest that under the proviso for cesser of the term neither surrender nor reconveyance will be required, and therefore no stamp, we shall only be betraying our ignorance. The House was restive under this attempt to perpetuate the expenses of conveyancing under a Bill purporting to simplify it, but the Solicitor-General pleaded the exigencies of the Treasury and got his resolution.

### The Finance Bill.

WE STATED the effect of the Budget Resolutions as regards income-tax at the time when the Budget was introduced (*ante*, p. 468). They appear to be reproduced with slight verbal alterations in Clauses 11 to 14, and 16 of the Finance Bill. Clause 11 deals with the curious loophole for escaping liability on interest and discounts which was shewn by *Brown* v. *National Provident Institution* (1921, 2 A.C. 222). Clause 12 is intended to remove the diversity as to assessing employees resulting from *Gt. West. Ry.* v. *Bates* (*ante*, p. 365), some being assessed on a three years' average and others on the current year—and brings all into the latter category; an unpleasant set off against increases of salary. Clause 13 puts a severe check on the arrangements which have recently become common for diminishing income-tax and super-tax by making provision for children and other dependents. The general effect is that these will in future not be effectual if they are revocable, or are for a period less than the life of the child. The clause applies to step-children and illegitimate children—another step towards State recognition of illegitimacy. Clause 14 is the result, apparently, of *Commissioners of Inland Revenue* v. *Sansom* (1921, 2 K.B. 492), and will defeat an ingenious device for escaping super-tax by forming a business into a private company. The expression "private company" is not used, but a definition of the companies to which the clause applies is given in Sub-clause (5), corresponding generally with that of a private company under the

Companies Act, 1908. And Clause 16 gives the promised relief to farmers by reducing the basis of assessment from twice the annual value to the annual value; and where lands are not used for husbandry, from the annual value to one-third thereof. Clause 17 makes some important changes as to allowances for repairs. And Clause 24 gives effect to the arrangement for accepting Excess Profits Duty by instalments extending till 31st December, 1926.

### The Practice of Re-Sealing Probate.

An interesting point of probate practice, likely often to arise in these days of increased migration within the Empire, came before the Probate, Divorce and Admiralty Division in *Re McLaughlin, deceased* (1922, W. N. 177). A testator died, domiciled in Canada, in November 1921, leaving a will whereby he appointed as executors his daughter and a corporation. The latter had its principal place of business in Canada. Probate of the will was granted in January of this year to the daughter and the corporation; this probate was granted in Canada. The deceased had assets in England, so that an application was also made to the Probate Registry here for the re-sealing of the probate in accordance with the provisions of the Colonial Probates Act, 1892. The Registrar, however, refused to re-seal the grant. His ground was that at common law corporations are not competent to take a probate grant in England: under the Administration of Justice Act, 1920, this incapacity has been removed in the case of corporations having their principal place of business in England, but not in favour of colonial corporations. Since the corporation, then, could not have obtained the original grant in England, he held that its Canadian probate ought not to be re-sealed here. But upon motion to court, Mr. Justice Hill disagreed with this refusal to re-seal. He agreed that the general practice was as stated by the Registrar, but pointed out that s. 2 of the Colonial Probates Act, 1892, gives the court a discretion to re-seal colonial probates, whether or not the grantees could have received probate in England. That discretion had already been exercised at common law in special cases of persons otherwise not admissible as grantees: *In the goods of Earl* (1867, L.R. 1 P. & M. 450). He therefore thought it right to exercise his discretion in favour of the corporation by making an order for re-sealing the probate. It may be noted that the Law of Property Bill which, by Clause 155 duplicates s. 17 of the Act of 1920 and allows probate to be granted to a "trust corporation", seems to be free from the above restriction: see Clause 186 (30), and Public Trustee Rules, 1912, r. 30.

### Alteration of Settlements in Divorce Proceedings.

An important point of divorce practice came up before Hill, J., in *Garratt* v. *Garratt* (1922, W. N. 177). In 1908 a husband had obtained a divorce against his wife, and asked for the usual order as to variation of settlements, namely that the wife's interest in the trust funds settled at the marriage should be excluded. Power to vary ante-nuptial and post-nuptial settlements is given to the Divorce Judge by s. 5 of the Matrimonial Causes Act, 1859. In this case the settled funds were settled upon trusts which included a life interest in the husband, followed by a life interest in the wife, and certain other interests. The husband's father had covenanted to pay into the settlement £5,000 within six months of his death, and in 1903 he made a will giving an additional sum of £5,000 to the trustees of the settlement upon the same trusts. In 1908 he died. Upon the husband's petition to vary the trusts of the settlement the Registrar made a report in favour of an order extinguishing the wife's interest, but he had not at the time notice of the second sum of £5,000 given by the will. On hearing of it he did not alter his report, but referred the matter to the judge upon the confirmation of the order, and Mr. Justice Bargrave Deane—who was then the Judge in Divorce—assented to the contention that the wife's interest should be excluded in the additional £5,000 as well. By some accident the order drawn up was simply that the Registrar's report be confirmed. No question as to the meaning and effect of the order arose until this year, when it was raised in a Chancery Administration Summons before Mr. Justice Lawrence, who directed the matter to stand over until an application had been made to the Divorce Court for a declaration that the order included both sums. This order, however, Hill, J., now refused to make, on the ground that Bargrave Deane, J., had acted *ultra vires* in assuming power to vary a settlement made voluntarily by a will. Such a settlement is not an ante-nuptial or post-nuptial settlement within the meaning of s. 5 of the Matrimonial Causes Act, 1859; *Loraine* v. *Loraine and Murphy* (1912, P. 222). The original £5,000, whether given by will or not, is within the statute, because the father had covenanted in the marriage settlement that his executors should pay the sum after his death. No such covenant compelled him to leave the second £5,000 to the settlement, and therefore such a fund is not one over which the Court can assume jurisdiction. The mere fact that it has come into the hands of the trustees of the marriage settlement to hold on the trusts of that settlement, does not constitute it part of the funds settled by the nuptial settlement.

### The Admissibility of Complaints as Evidence.

The Court of Criminal Appeal in *Rex* v. *Camelleri* (1922, W. N. 173), applied to the case of sexual offences by men against boys the rule, formerly supposed only to apply to the case of such offences against women, that immediately after the act charged a complaint must be made by the boy. The general rule of admissibility, of course, is that only acts which form part of the *res gestæ* in the chain of circumstances environing a crime, are "relevant" and therefore adducible in evidence. Such *res gestae* include words spoken during the course of the crime and clearly connected with it, but not words spoken after the act has been completed. The only exception, apart from statute and the deposition of a deceased person *in articulo mortis* in charges of homicide, is that of a complaint made by a girl who has been the victim of a sexual offence, whether or not she has been a consenting party to the crime: *Reg.* v. *Lillyman* (1896, 2 Q.B. 167) and *Rex* v. *Osborne* (1905, 1K.B. 551). It was suggested in *Beatty* v. *Cullingworth* (1896, 60 J.P. 770), that this exception to the ordinary rule is strictly limited to the case of offences against women, and does not apply to similar offences against male persons. Probably this view is historically correct. But the logical principle on which evidence of a complaint is admitted in such cases, namely the probability that an innocent victim of such an act will at the earliest opportunity complain to some reliable person, is not naturally confined within limits of sex: a young boy is equally likely to take some such course. For this reason the Court of Criminal Appeal refused to accept the limits imposed by the older view, and ruled that the present-day distinction, as regards admissibility of complaints, is between sexual and non-sexual offences—the former case permits such evidence, the latter refuses to admit it—and not between offences against females and offences against males. This seems a just and expedient view of the legal principles involved; but it would be idle to deny that it amounts to a modification, indeed a revolution, by judicial interpretation, in the well-understood rule of evidence on this point which hitherto has prevailed.

### The "Over-ruling" of Decisions.

What is meant by saying that the decision of a court has been "over-ruled" by a higher court? The question is suggested by the decision of the Court of Appeal in *Consett Industrial and Provident Society Limited* v. *Consett Iron Co. Limited* (*ante*, p. 452). The answer is not so simple as it seems. Of course, where a judgment has been appealed and expressly reversed on the only point taken in the appeal and on that point, then the judgment of the court below is clearly over-ruled. But in practice things do not happen so simply as this. Sometimes the judgment is reversed on another ground; in that case, does the decision below become erroneous, or merely *obiter*,

no decision being given on that particular point by the court above? Again, the decision may be affirmed, but on a different ground, the court above saying that it cannot accept the ground on which the court below acted. Or, still again, the judgment may not be appealed, but the point that it was wrong may be taken to a higher court in another case with slightly different facts, and there decided in the opposite sense to that of the judgment the correctness of which is questioned. Has the old judgment been over-ruled by the new? In a word, the phrase "over-rule" is vague and loose when used in this connection. In the *Consett Case* (*supra*), the Court of Appeal has just decided that one of its own decisions is not "over-ruled" by the House of Lords, because judgments of that tribunal have shown its reasoning to be wrong, if they have not dealt with the same set of facts. The criticism of the House of Lords shows that the case "distinguished" ceases to be of general authority, but in a precisely similar set of circumstances a court of equal or inferior jurisdiction to the court criticised must still follow it.

## Sale by an Executor Reserving Mines and Minerals.

II.

[*Erratum*, at *ante*, p. 518, col. 1, line 13 from bottom, for "the law courts" read "the Lord Chancellor."]

We hope the reader will forgive our effort to show how very real the idea must have been before the dissolution, that the executor represented the very person of his testator. If he represented his testator, people would naturally assume that they would be safe in dealing with him without question, unless, indeed, they knew he was acting in actual fraud of his testator.

Beside this, a reference to the Year Books of Edward I's reign will show that the executor's position was established as that of a *legal* officer, with duties fairly well defined; and this reign is years before we have, so far as the writer knows, record of the law courts actively enforcing the old equitable use against the feoffor to uses. There never seems to have been the faintest doubt, that if the testator specifically bequeathed a chattel to a legatee, and the executor sold it, the sale was good, though the executor had ample other assets, and the purchaser was not concerned or entitled to enquire into that fact.[18] The sale, though entirely spiteful and unnecessary, does not seem to have been a *devastavit* at law, but to have sounded in damages in equity to the disappointed legatee;[19] who, if he came before completion, could no doubt have got an interim injunction, pending the court taking on itself the administration.[20]

It cannot be denied, however, that late in the nineteenth century the Court of Appeal did lay down the principle that an administrator is in equity in the position of a trustee.[21] In that case an administrator, with mortgagees in whom the lease was vested, underleased for a term of twenty-one years, with option of purchase, at a price then fixed, and the option was holden bad. JESSEL, M.R., said:—

> "An administrator is considered in a court of equity as a trustee, and his primary duty is to sell the intestate's estate for the payment of his debts. It is quite true that, having the legal estate in the leaseholds, he may in some cases underlet them, and the underlease will be supported in equity as well as in law. But that is an exceptional mode of dealing with the assets and those who accept a title in that way must take it subject to the question whether it was the best way of administering the assets."

JAMES, L.J., it seems, does not concur to the full extent of this dictum, and LUSH, L.J., seems rather reluctantly to have accepted the assurance of his brethren that in equity an administrator was a trustee. The case presents difficulty, none the less, because so great a genius as JAMES, L.J., was party to the decision, though it should be noticed also that he had been party to the earlier decision in *Vane* v. *Rigden* (5 Ch. App. 663).

Having regard to the fact that the Court of Appeal varied V.-C. LITTLE's order, to the extent of holding that the plaintiff, the exerciser of the option, was entitled to the one-third beneficial share of the administrator in the property, it might perhaps at first sight be thought that what the Court of Appeal had really decided was, that at the time of underlease the administrator, *quâ* administrator, was *functus officio*, having fully administered, save only for the trust for the next-of-kin; and that he no longer held the property *quâ* administrator[22], but as trustee, and that the underlessee was aware of this fact; but against this it is clear that at the time of the underlease, and even of the hearing, the mortgage debt remained unsatisfied. When, in arguing *Cavendish* v. *Arnold*, this case was cited, NEVILLE, J., who had been of counsel in the case, said that he had never understood it.

But it is very hard, to the writer's mind, to reconcile the idea that an executor, *quâ* executor, is in equity in the position of a trustee, or at all events that a *bonâ fide* purchaser dealing with him is not entitled to treat him as not in that position, with other high authorities even *in Equity*. Lord HATHERLEY says[23]:—

> "In fact, he has complete and absolute control over the property, and it is for the safety of mankind that it should be so; and nothing which he does can be disputed, except on the ground of fraud and collusion between him and the creditor."

Again KINDERSLEY, V.-C., observes[24]:—

> "Strictly speaking, a trustee cannot have a trust imposed upon him *virtute officii* as executor. If a trust is imposed upon him, it is in another character, viz., that of a trustee, whose duty is to carry out the trust. *Quâ* executor he cannot have a trust imposed upon him by the will. The only trust of which he is capable as executor is the trust created by law for the next-of-kin."

Why is it that one of several executors still can administer alone, can alone assign his testator's term, can alone abandon a claim, can alone prefer himself above other creditors in equal degree out of *legal* assets, unless because each executor fully represents the very person of his testator? He cannot exercise alone an express power conferred on his executors by the testator, for that power he does not take *virtute officii*.[25] The great BACON, admitting the power of one of several executors, denied it to one of several administrators,[26] for "they have but one authority given them by the Bishop over the goods," though the law in this respect has since been altered.[27]

If in truth the executor, *qud* executor, is in equity in the position of a trustee, how is it that equity has not long since enjoined one of several executors selling his testator's term, and an executor from preferring himself out of legal assets, and long since got out of the difficulty in which an early Lord Chancellor found himself?[28] It seems to be completely established with the active concurrence of equity, that an executor, acting apparently as such, can

(18) *Touchstone*, 475, 487; *Shaw* v. *Boner* (1 *Keen*, *p.* 578); *Re Whistler* (35 Ch. D. 561).

(19) *Touchstone* (*supra*).

(20) *Roper*, *Legs.*, 315; *Clark* v. *Ormonde*, *Jacob*, 108.

(21) *Oceanic Steam Navigation Co.* v. *Sutherberry*, 16 Ch. D. 236.

(22) Till the estate is cleared, next-of-kin have no title to a share in any specific item of the estate; *Vanneck* v. *Benham* (1917, 1 Ch. 60); see also as to the rights of residuary legatees before the executor assents to hold as trustee, *Re Barnardo*, 1921, 2 A.C. 1.

(23) *Vane* v. *Rigden* (5 Ch. App. p. 668), to the decision in which James, L.J., was also a party: see also per Grant, M.R., in *Hill* v. *Simpson*, 7 Ves., 165, 166; per Kay, J., in *Re Whistler* (35 Ch. D. p. 366); per Kekewich, J., in *Re Mackay* (1906, 1 Ch. p. 31); per Romilly, M.R., in *Russell* v. *Plaice* (18 Beav. p. 28); per Romer, J., in *Graham* v. *Drummond* (1896, 1 Ch. p. 976). He could plead at law and in equity the Statute of Limitations of James to a *devastavit*; see *Re Blow*, 1914, 1 Ch. 233.

(24) Cited with approval by Swinfen Eady, L.J., in *Re Blow* (*supra*), and see per Lord Mansfield, C.J., in *Whale* v. *Booth*, 4 T.R., p. 625, note (*a*).

(25) *Chance*, *ss.* 603, 606; Y.B., 4 H. 7, 4 B.

(26) *Bacon's Trusts* (Ed. 1737), p. 162, see also Lord Hardwicke, *Hudson* v. *Hudson*, 1 *Atk.* 460.

(27) *Jacomb* v. *Harwood* (2 *Ves.* S. 268).

(28) *Reeves* (1869 Ed.) III, p. 184, citing Y.B., 4 H. 7, 4 B. *Reeves* is right and his Editor wrong: the case stood over for further argument.

mortgage or pledge the assets,[29] and that the *bonâ fide* mortgagee, whether the mortgage be legal mortgage or equitable mortgage, or pledgee (who takes no real property as distinct from possession)[30] is completely protected in dealing with the executor, and has no right to enquire as to the propriety of his acts.

It may be unsafe, having regard to certain authorities in equity, for a person dealing with an executor to accept without investigation a lease from the executor,[31] but that can hardly apply to an underlease by way of mortgage, for few mortgagees will accept a mortgage by assignment of a lease, or to a lease taken under a contractual provision, where property comprised in one lease is sold in lots, that some of the purchasers shall take underleases.[32] Be that as it may, when all is said and done, a sale by an executor reserving the mines, is a sale, though it be of the surface only.

It seems strange that a purchaser cannot enquire into the propriety of sale by the executor of a subject matter specifically bequeathed to a legatee, and yet must enquire, when the executor sells surface only of land, which it may be is not specifically bequeathed: and this theory seems to be introducing a further complication into the deduction of title. If, as the writer most respectfully submits, the true principle is that the executor represents the very person of his testator, as LITTLETON seems to assert, and that accordingly a person dealing *bonâ fide* with him is protected, and bound to assume the executor's honesty in acting as he does—then perhaps COKE's comment[33] on LITTLETON's general authority may even yet once again receive illustration :—

> "And I never yet knew any of Littleton's cases (albeit I have known many of them) to be brought in question, but in the end the judges concurred with our author."

FREDK. E. FARRER.

(29) *Vane* v. *Rigden*, 5 Ch. App. 663; *Re Jones*, 1914, 1 Ch. 742; *Russell* v. *Plaice*, 18 *Beav.* 21; *Hill* v. *Simpson*, 7 *Ves.* 165, 166; *Graham* v. *Drummond*, 1896, 1 Ch., 968.

(30) *Attenborough* v. *Solomon*, 1913, A.C. 76.

(31) *Keating* v. *Keating*, *Lloyd & Goold*, *temp. Sugden*, 133; *Evans* v. *Jackson*, 8 *Sim.* 217; *Oceanic* v. *Sutherberry*, 16 Ch. D. p. 243, dictum of Jessel, M.R.

(32) *Re Judd & Poland & Sketcher's Contract*, 1906, 1 Ch. 684.

(33) *Co. Litt.* 311*a*.

# Ademption of Legacies.

THE doctrine under which RUSSELL, J., decided the question before him in the recent case of *In re Jupp; Harris* v. *Grierson* (reported elsewhere) is a kind of off-shoot of the general doctrine of ademption. His lordship held that a gift *inter vivos* satisfied or adeemed a legacy given by the will of the donor, both the gift *inter vivos* and the bequest having been given for the same particular purpose.

The doctrine of ademption has several off-shoots, and it is very difficult to analyse it or to resolve it into its component parts. The several rules which may be deduced from the authorities are not readily disentangled; and when disentangled are apt to become interwoven again. Ademption and satisfaction in some aspects are almost indistinguishable. The words are often interchangeable. Ademption may be said to be of various kinds. But when classified these kinds are found to fall under categories which are not mutually exclusive. So the categories require re-grouping, and when re-grouped, the groups are found to require a wholly different classification according to the standpoint from which the subject is approached.

Broadly speaking, ademption is the striking out of a bequest in the will by some circumstance occurring in the testator's lifetime other than an alteration of his written testamentary dispositions. This broad definition appears to stand all tests. Ordinarily ademption arises from the act of the testator *inter vivos*. Often it depends on his intention, but in some cases it does not. Usually ademption presupposes a specific bequest. But this is not always the case. The doctrine of ademption does arise in cases where the testator is in *loco parentis* to the legatee, but this is far from being the ordinary condition under which the doctrine is held to apply.

To attempt a classification, it may be said that ademption arises in three cases. First, where the subject-matter of the gift is removed in the testator's lifetime from the scope of his testamentary dispositions by the perishing or loss of the subject-matter of the gift. Secondly, where the subject-matter of the gift is removed from the scope of the testator's testamentary dispositions by the voluntary act of the testator. Thirdly, where the testator anticipates the operation of his own testamentary dispositions by making over the subject-matter of the bequest to the beneficiaries in his (the testator's) own lifetime. These three classes, it is thought, will stand all tests. But the third class obviously comes close to mere satisfaction.

The first class of cases of ademption is illustrated by the case of *Durrant* v. *Friend* (5 De G. & Sm. 343). There certain chattels were specifically bequeathed to certain legatees. The testator took the chattels with him to India, but on the voyage the ship was lost with the chattels, and the testator was drowned. The chattels had been insured and the legatees claimed the insurance moneys. But the court held that the chattels and the testator had perished together, and the legatees were not owners of the chattels, and could not claim the insurance moneys. The second class of cases of ademption (where the removal is the testator's voluntary act) is illustrated by the case of *Manton* v. *Tabois* (30 Ch. D. 92). There the testator gave, by will, all his interest in a particular landed estate to a beneficiary. After the date of the will the testator conveyed the estate to a purchaser and received the purchase money, and placed part of it on deposit at the bank, the balance being placed to the credit of his current account. It was held the gift had been adeemed. The third class of cases of ademption, where the testator anticipates his testamentary bounty, is divisible into a number of sub-classes. Here, as already pointed out, the questions which arise are ordinarily questions of satisfaction, and the great bulk of the cases which fall under this third class are cases where the testator stands in *loco parentis* to the legatee.

In all the foregoing classes the element of specification—if the expression may be used in this connection—is an element of the utmost importance. It is sometimes said that ademption only arises in the case of a specific legacy. This is far from true. The similarity of the gift by will and the gift *inter vivos* is always a condition precedent to ademption. But this is rather a question of identity of intention. Thus, suppose a testator to bequeath his gold watch to a legatee. If he sells the watch and buys another the newly purchased watch may pass under the bequest. But, if a testator bequeaths his gold watch which he describes in his will as the one given to him by (let us say) his father, and then sells that watch and buys another, here, it seems clear, there would be an ademption. In these examples the question of identity is of the very essence of the matter. In each example there is a specific legacy.

Similarity between the two gifts—the gift by will and the gift *inter vivos*—is the main requisite in cases of the third of the three classes of cases of ademption given above. In this latter class, ademption may take place where the gift is not of a particular chattel, but of a sum of stock, or, indeed, of a sum of cash. On the other hand, it has been frequently held that the doctrine of ademption as such does not apply to what are known as demonstrative legacies. As was pointed out by Lord CRANWORTH in *Tempest* v. *Tempest* (7 De G. M. & G., 470, at p. 473) a demonstrative legacy is in the nature of a specific legacy, as of so much money, with reference to a particular fund for payment; but it is so far general, and differs so much in effect from a specific legacy, that if the fund out of which it is directed by the will to be paid fails, the legatee is not thereby deprived of his legacy, but is allowed to receive it out of the general assets; yet the legacy

is so far specific that it will not be liable to abate with the general legacies upon a deficiency of assets.

No doubt, as pointed out above, in the majority of instances in the third class of cases of ademption, the testator stands in *loco parentis* to the legatee. This occurs where questions arise whether a child has not received a portion in anticipation and in satisfaction of the provisions made for him by the will. A legacy by a father to a child is readily regarded as intended as a portion; and where, after the date of the will, some benefit is given to the child, the benefit is ordinarily regarded as a satisfaction of the legacy. This is based, it would seem, on the general leaning of the court against double portions. On this class of case there is engrafted a further class where the testator is not a parent of the legatee, but has nevertheless assumed the position of one standing in *loco parentis*. There are numerous authorities upon the question whether or not the testator stands in *loco parentis* towards the legatee, so as to let in this general rule that gifts by parents to their children are *primâ facie* to be regarded as advancements.

Quite apart, however, from this parental or *quasi*-parental anticipation of testamentary bounty, there are cases—of which the recent case of *In re Jupp; Harris* v. *Grierson* (*supra*) is one—where the court holds that there has been an ademption of a legacy given for a particular purpose, by the gift *inter vivos* of a similar kind to the same legatee for the same particular purpose. But here, as throughout all cases of ademption, there must be a similarity between the subject-matter of bequest and the subject-matter of the gift. They must be—as RUSSELL, J., put it—*ejusdem generis*.

# The Mandate-Constitution of Samoa.

The New Constitution of Samoa, now submitted for approval to the League of Nations, is of peculiar interest to students of Constitutional and International Law for more than one reason. To begin with, it is the handiwork of Sir John Salmond, the Attorney-General of New Zealand, and the only eminent writer on the Theory of Jurisprudence who has been also a successful practitioner of the law. Needless to say, it is a monument of lucidity, conciseness, and judicial comprehensiveness. Again, it stands in a peculiar relationship to Great Britain. The mandate for Samoa is not vested in the King as King of England, but as Head of the Dominion of New Zealand, which exercises the mandate to the entire exclusion of the Imperial Parliament. The natives of Samoa, indeed, recently presented a petition to the King to place them under the Colonial Office, and treat them as a British Colony: but this petition had to be rejected, as on the face of it asking the King to do an act which is *ultra vires* of his powers under the mandate. There are now in existence three such cases which create new problems to be solved by our constitutional lawyers, namely, Australia's mandate in New Guinea, that of South Africa in Namaqualand and Damaraland, and that of Samoa.

The mandated land of Samoa, it ought to be explained, does not include all the Samoan Islands, but only those west of the 171st parallel of longitude. These alone were, before the war, the possessions of Germany, and are known as West Samoa. The other islands, known as East Samoa, were annexed by the United States in 1900. Thus Samoa is now divided between New Zealand and the United States. President Woodrow Wilson, it is said, only consented, at the Treaty of Versailles, to the grant of the mandate for West Samoa to New Zealand on condition that the New Zealand Parliament would undertake three things: (1) The prohibition of alcoholic liquors, as in the American islands, (2) the free admission of all sects of missionaries [the general policy in the Pacific has been to exclude Catholic missionaries from Protestant areas and *vice versâ*], and (3) the provision of adequate educational facilities for the natives. The genial Premier of New Zealand is said to have given way on the second point, a moot question in the Pacific, with the humorous remark: "Very well, Mr. Wilson, let the missionaries all come: the poor cannibals have been short of meat for a long time." But the truth of this story we do not warrant. The United States, however, certainly showed great disinterestedness in not seeking to annex the West Samoa Islands to their own archipelago of East Samoa.

Under the Treaty of Versailles the mandated territories are divided into three categories, and a different procedure is prescribed for the government of each. The first class consists of countries, already semi-civilized, such as Syria, Arabia, Mesopotamia, in which the mandatory power is directed to support native governments, so far as possible in their traditional shape, and seek to fit them for complete self-government at the earliest possible date. The second class consists of savage countries, such as tropical Africa, where the mandatory power is directed to supply civilized government on a plan to be submitted to the League of Nations for approval. The third class, of which the best example is German South West Africa, given to the Union of South Africa as their mandate-land, consists of savage lands, sparsely populated and contiguous to the territories of the mandatary; in such cases the mandatary is permitted to impose its own laws and system of government on the mandate-land, and rule that territory as if it were a part of its own possessions. West Samoa belongs to the second class, and therefore its constitution follows the normal lines of an English Crown Colony, whereas those in the first class correspond rather to English Protectorates. It will be useful to note briefly: (1) the form of the Samoan Constitution, (2) the nature of the Land Laws; and (3) the Laws relating to Alien Enemy subjects.

West Samoa has as Sovereign the King of England acting on the advice of the Parliament and Cabinet of New Zealand. He is represented by an Administrator, residing at Apia in Samoa, and responsible—not to our Colonial Office at all—but to the New Zealand "Minister of External Affairs." He has no direct legislative power; that is split up among three bodies. First, there is the Supreme Legislature, namely, the Parliament of New Zealand. Secondly, there is the Subordinate Legislature; curiously enough, this is the Cabinet of New Zealand, which is expressly authorized by the Constitution to issue Ordinances on all matters relating to Samoa except those reserved for the New Zealand Parliament. These Ordinances, however, are *ultra vires* if they are inconsistent with any clause in the Constitution. Lastly, there is the Local Legislature, namely, the Samoan Legislative Council, which consists of the Administrator, four official members, and four unofficial members. The latter are nominated, although there has been an agitation on foot in Samoa to secure the substitution of election for nomination in their case. But, although New Zealand is the most democratic of our Dominions, it has refused this concession to its satellite mandate-land; there are signs, however, that New Zealand public opinion is beginning to take a more enlightened view on this point.

By the terms of the Samoan Constitution, the Legislatures have no power to (1) establish any military or naval bases or fortifications in Samoa—a concession to the Washington Conference, to prevent rivalry between West and East, British and American Samoa, in the maintenance of armaments; and (2) to impose military service on natives of Samoa, except for police purposes. European residents, however, can be rendered liable to conscription; since New Zealand has long possessed compulsory military service, this provision was inevitable. The Judicature consists of a High Court, composed of (1) a Chief Justice, (2) several European Commissioners, and (3) several native judges called "*Faamasinos*." There is an appeal to the Supreme Court of New Zealand, but no further appeal, it would seem, to the Privy Council Committee, since the inhabitants of a mandate-land are "protected persons," not "British subjects," and therefore do not enjoy this final right of appeal to the King in Council. "*Faamasinos*" are practically magistrates holding Summary Jurisdiction Courts, but have no jurisdiction to try Europeans. Judges who try indictable offences, whether native or European, are assisted by four assessors, two of whom are native and two European, who perform the functions of a jury, but have no power over the sentence. In civil cases there are no assessors. Here, again, it seems a little unfortunate that the New Zealand Parliament should be unwilling to concede to its mandate-land the British privilege of trial by jury.

The land of Samoa is divided into (1) Crown Lands, which are neither leased nor sold to subjects, but are worked by a Civil Service: (2) Native Lands, which are subject to customary law and cannot be sold or leased to Europeans; and (3) Freehold Lands, which can be owned by private persons, either natives or Europeans. The latter are very restricted, and are all now under cultivation, so that there is no further opening for settlement by British planters. The immigrant must take up either an urban occupation, or agricultural employment under the Civil Service on Crown Lands, unless he purchases an established European estate. The latter rarely come into the market and command high prices. The existence of the three forms of land-ownership, side by side, in economic rivalry, namely, freehold, communal, and state-owned, should furnish an opportunity for a valuable and interesting social experiment.

Special Alien-Enemy laws are, at present, a necessity in Samoa, because of the large German population affected by the annexation of a German colony. These are divided into three classes, whom the Government has complete power to repatriate, if it chooses. Class A comprises persons of pure German descent and nationality

(pre-war). Class B comprises Germans married to natives of Samoa. Class C comprises Germans of mixed German and native descent. Class A have been repatriated to Germany and expropriated of their lands, but with fair compensation. Class B and Class C are permitted to remain in Samoa; this was done on the ground that it would be inequitable to send away the husbands of Samoan wives and fathers of Samoan children. Classes B and C have been allowed to retain their property.

# Review.

## Title to Land.

INVESTIGATION OF TITLE. Being a Practical Treatise and Alphabetical Digest of the Law connected with the Title to Land. With Precedents of Requisitions. By WILLIAM HOWLAND JACKSON and THOROLD GOSSET. Fourth Edition by THOROLD GOSSET, B.A., LL.M., Barrister-at-Law. Stevens & Sons, Ltd. £1 net.

Requisitions on Title are partly substantial, and partly made merely to obtain information which it may be convenient for the purchaser to have. The substantial requisitions are founded upon a careful perusal of the Abstract, and they call for the minute appreciation of detail and the wide and exact knowledge of law which are the necessities of a conveyancer's business, and since even the most careful and learned conveyancer cannot always have all things ready in his mind, he—as well as the ordinary conveyancer who may do work in a dozen other branches of law—is glad of the conveniently arranged suggestions for requisitions which are contained in this book.

The other requisitions, which are at everyone's beck and call in printed forms, are also useful—perhaps more useful than Mr. Gosset will admit. To him they take the form of "Are there any telegraph posts on the property?" "What are the local regulations as to the keeping of pigs?" "Is there any liability for the repair of the parish pump?" A very good skit on some requisitions that are sent, but this is because practitioners less familiar with the work think that all which is printed is meant for use. In fact, the work of a good conveyancer is known by his rejection of requisitions which, however common, are of no practical value.

But, as we have said, it is the requisitions which really concern the title that matter, and here Mr. Gosset's edition of the book will be of value. Thus, in the purchase of an equity of redemption, special precautions must be taken, and these are suggested under the heads Consolidation of Mortgages and Tacking of Mortgages, and at pp. 351, *et seq.*, there is a very convenient summary of the searches which should be made. Recent changes in the law as to agricultural holdings are duly noticed under that head, though the alteration in the Restriction of Notices to Quit Act, 1919, made by Sched. I of the Agriculture Act, 1920, does not appear to be mentioned.

## Books of the Week.

**Law of Evidence.**—Roscoe's Digest of The Law of Evidence on the Trial of Civil Actions, 19th edition. By JAMES S. HENDERSON, in 2 vols., or in 1 vol., thin paper edition. Stevens & Sons, Ltd. Sweet & Maxwell, Ltd. 63s. net.

**Income Tax.**—Dividend Income Tax Tables for the use of Secretaries, Bankers, Accountants, &c., No. 23. Effingham Wilson. 1s.

# Correspondence.

## Legal Spelling.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Dear Sir,—I thought we agreed some years ago that "Cestuis que trustent" was a barbaric attempt to decline a noun as a verb. Will you kindly not let it be used again in your Journal *pace* the most learned contributor. The shade of Mr. Lewin should be considered.

As to the Circuit Butler's reminiscences, it is really terrible to think that any High Court Judge should keep a jury trying a murder case on the strain for twelve hours a day in order that he might spite the Bar Mess and crack his jokes, while a fellow human being was being tried for his life. It is, I think, permitted to hope that Hawkins, J., as he then was, is being or has been punished in a way that fitted the crime, and that is the earnest hope of

Yours faithfully,
E. T. HARGRAVES.

80, Coleman Street,
London, E.C.2.
29th May.

[Yes, and we did not overlook the point, but it was a signed article, or at least it would have been, if our contributor's name had not unfortunately been dropped in dividing the article. However, that is put right this week. —ED. *S.J.*]

## Interest on Deposit.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I venture to trouble you with the following question? To whom does the interest earned by a Sale Deposit placed with bankers, pending completion, belong, in view of the fact:—

1. That the vendor is entitled to the rents and profits up to an agreed date.
2. That the purchaser neither expects nor obtains any interest on such deposit.
3. That such interest is invariably credited, by the bank, to the party lodging the deposit.
4. That if the bank receiving such deposit were to make default in payment the vendor would look to the depositor for repayment.

Can you give any references which settle the point? I do not gather that the Law of Property Bill, with all its comprehensiveness, determines the question.

I understand that on one occasion the difficulty was solved by devoting such interest to payment for a whitebait dinner at Greenwich of *all* the parties, but this method, while eminently satisfactory in its way, would seem to lack the force of a judicial ruling!

HENRY YEO.

63, Arthur Road,
Wimbledon Park,
Wimbledon, S.W.19,
26th May.

[We hope to consider this letter next week.—Ed. *S.J.*]

# CASES OF LAST SITTINGS.

## Court of Appeal.

**ELLIS** *v.* **DEHEER.** No. 2. 26th and 27th April.

PRACTICE AND PROCEDURE—TRIAL BY JURY—VERDICT—PRONOUNCEMENT BY FOREMAN—IRREGULARITY—FOREMAN'S ANSWERS NOT HEARD BY SOME OF THE JURORS—VERDICT CHALLENGED—EVIDENCE—ADMISSIBILITY—SECRECY OF JURY'S DELIBERATIONS WHILE CONSIDERING THEIR VERDICT—NEW TRIAL—IMPROPRIETY OF PUBLICATION OF REASONS.

*It has been a well-accepted rule of law for generations, and it has been generally accepted by the public and by the press, that what passes in the jury-room during the deliberations among the members of the jury in arriving at their verdict should be treated as private and confidential, and the court will never admit, either for the purpose of questioning, or for that of supporting a verdict, any evidence from any juryman or jurymen with regard to any discussion which may have taken place among the jurymen while considering their verdict, or of the reasons for their verdict, whether such discussion took place in the jury room or in the jury-box itself. But where a verdict as recorded is challenged on the ground that it is not the verdict of the jury as a whole, evidence may be admitted of some irregularity which may have happened after the jury have returned into court. The foreman's answers to the Associate must be given in the presence and in the hearing of all the jurymen, and where this has not been done and the verdict is challenged in consequence, a new trial may be ordered.*

Application for a new trial of a special jury action tried at Leeds Assizes. The plaintiff brought an action to recover damages for personal injuries suffered by the plaintiff in a collision between his motor-cycle and the defendant's motor-car at Bridlington on 7th March, 1920. The action was heard at Leeds Assizes on 29th and 30th November and 1st December, 1921, before Mr. Commissioner Macmorran, K.C., and a special jury. The hearing concluded about noon on 1st December, and the jury retired to consider their verdict. In their absence another special jury was empanelled and occupied the jury-box and the trial of another case was proceeded with. After an absence of about an hour the jury in the present case returned to the court, but were concealed from view owing to the structural condition of the court. The foreman then advanced to the front of the witness box and the jury stood behind him in Indian file and only two or three members of the jury could be seen. The Associate then put the usual questions to the foreman, and the latter answered that the jury had agreed upon their verdict and that that verdict was that both parties were equally to blame. Thereupon the learned Commissioner entered judgment for the defendant with costs. On the following day a member of the jury came back to the court and complained to the Associate that the verdict as recorded was not the verdict of the jury as a whole. The juryman in question subsequently made an affidavit to that effect. An order was made by the learned Commissioner staying all proceedings for a month pending an application to the Court of Appeal for a new trial, and if within the time limited in the order the plaintiff should apply to the Court of Appeal for a new trial all proceedings should be further stayed until the application to the Court of Appeal should have been heard and determined. On the application affidavits were tendered from three jurymen, which contained *inter alia* the statements that they did not hear the foreman's answers. One of the jurymen said in his affidavit that had he heard what the foreman said he would have protested that it was not the verdict of the jury as a whole. The court admitted the evidence of the jurymen in so far as it related to what happened after the jury's return into court.

BANKES, L.J., in giving judgment, said that the ground on which the new trial was asked for was that the verdict as recorded was not the verdict of the jury as a whole. It was obvious that it was essential that all the jury should hear what passed between the foreman and the Associate. Evidence had been adduced in the shape of affidavits sworn by members of the jury. These affidavits were largely composed of statements of what had taken place in the jury-room, after the jury had retired to consider their verdict. There were also statements of what had taken place after the return of the jury into court. It must be made clear that evidence, whether by affidavit or otherwise, of the discussion which took place among the jury when they were considering their verdict either in the jury-room or in the jury-box, would never be admitted, either to question or to support a verdict of the jury. That had been a well-accepted rule of law for generations. It had been generally accepted by the public and by the press, that what passed in the jury-room during the discussion between jurymen in arriving at their verdict should be treated as private and confidential. He (Bankes, L.J.), had seen with astonishment and disgust, the publication in a newspaper of a statement by the foreman of the jury in a criminal case which had attracted some public attention, of what had taken place in the jury-room after the jury had retired to consider their verdict. Those who had read that statement would realise the importance of maintaining the rule, as it had been generally accepted with regard to the confidential nature of the jury's deliberations. His lordship having dealt with the cases cited, proceeded to deal with the affidavits of the jurymen. His lordship said that the court felt bound, in the present case, to accept the evidence of three jurymen who had stated that they did not hear what the foreman had said, and further the statement of one of them that had he heard it he would have protested that it was not the verdict of the jury as a whole. In his (Bankes, L.J.'s) opinion, those statements were admissible, and he could see no reason why he should not accept them. The result was that the verdict was shown not to be the unanimous verdict of the jury. That being so, the application succeeded, and there must be a new trial, the costs of the first trial to abide the result of the second.

WARRINGTON, L.J., dealt with the extreme impropriety of any sort of publication of anything which takes place during the deliberations of the jury in arriving at their verdict. In the present case, however, the verdict which was recorded was not the verdict of the whole jury, and he agreed that there must be a new trial.

ATKIN, L.J., in concurring, said that the assent of the jury was to be inferred from the fact that the verdict was delivered in their presence and hearing. The reason why evidence of what took place in the jury-room was not admissible was on the high ground of public policy and in order to secure finality. Further, the rule was of great importance, because it was a protection of the jurymen themselves, who might otherwise be subjected to pressure to explain the reasons which actuated them as individuals in arriving at the verdict. Any infringement of the rule would be a very serious interference with the administration of justice. With regard to the application for a new trial, he agreed that it should succeed.

New trial ordered.—COUNSEL: *Mitchell-Innes*, K.C., and *Paley Scott*, for the plaintiff, the applicant; *Waugh*, K.C., *and Gilbert Stone*, for the defendant, the respondent. SOLICITORS: *Smith & Hudson*, agents for *Payne & Payne*, Hull; *Pritchard & Sons*, agents for *Laverack, Wray & Co.*, Hull.

[Reported by T. W. MORGAN, Barrister-at-Law.]

# High Court.—Chancery Division.

## *Re* AN ARBITRATION BETWEEN JONES AND CARTER.

Eve, J. 22nd May.

ARBITRATION—LANDLORD AND TENANT—AGRICULTURAL HOLDING—SETTING ASIDE AWARD—JURISDICTION OF HIGH COURT—COUNTY COURT—AGRICULTURAL HOLDINGS ACT, 1908 (8 Edw. 7, c. 28), s. 13, Sched. II, r. 13.

*The High Court has no jurisdiction in an arbitration under the Agricultural Holdings Act, 1908, to set aside the award of the arbitrator, the county court being the only tribunal that has jurisdiction.*

Murray *v.* Dalton (90 L.J. K.B. 401) *considered.*

This was a motion on behalf of a landlord that an award of an arbitrator made in pursuance of the Agricultural Holdings Act, 1908, on a claim by the tenant on the termination of the tenancy, might be set aside on the ground that it was bad on the face of it by reason of error or inconsistency. On the motion coming on for hearing before Mr. Justice Eve, counsel on behalf of the defendant raised the preliminary objection that the court had no jurisdiction, inherent or otherwise, to entertain an application to set aside such an award as by the Act of 1908 such matters were to be dealt with by the county court. He referred to the case of *Williams* v. *Wallis and Cox* (58 SOL. J. 536; 1914, 2 K.B. 478). For the plaintiff it was contended that there was inherent jurisdiction in the High Court to deal with such a case, and that the decision in *Murray* v. *Dalton* (90 L.J. K.B. 401) was applicable.

EVE, J., after stating the facts, said that a preliminary objection had been raised that there was no jurisdiction to entertain the application. It was contended that the Legislature had by the Agricultural Holdings Act, 1908, given to the county court exclusive jurisdiction over matters such as were here in question, and that there was no power in the High Court under that Act or under its inherent jurisdiction to set aside the award. In support of this contention s. 13 and r. 13 of the second schedule of the Act were relied on. They seemed to raise a strong presumption, to use the language of Mr. Justice Lush in *Murray* v. *Dalton* (*supra*), that the intention of the Legislature was that these matters should be dealt with in the county court and not in the High Court. If that were the intention, why should not effect be given to it? The answer given by counsel for the plaintiff was that it would create an anomalous state of things as pointed out by the judges in *Murray* v. *Dalton* (*supra*). That was a case under the Corn Production Act of 1917, which contained no enactment that the Arbitration Act of 1889 should not apply to it, and within fifteen days of that decision it was enacted by the Agricultural Holdings Act of 1920 that the Arbitration Act should apply. It was impossible to read the judgments in that case without coming to the conclusion that mere uncertainty could not be treated as misconduct, and that unless the Arbitration Act could be held to apply, the jurisdiction of the High Court was excluded. He had come to the conclusion that, when once the intention of the Legislature was clearly demonstrated that these matters were to be left to the county court, he was constrained to hold that the jurisdiction of the High Court, inherent or otherwise, was ousted. Therefore he must hold that there was no jurisdiction to entertain this application. In those circumstances he did not think it right to express any opinion on the point whether the present application was one that could be dealt with under r. 13 of the second schedule to the Act. It seemed to him that that was a matter which must be left to be dealt with by the only tribunal that had jurisdiction. All that he could do was to dismiss the motion with costs.—COUNSEL: *Fox; Farwell.* SOLICITORS: *C. E. Pullon* for *Pearsons & Jones*, Malton; *Gane & Sons.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## THE ATTORNEY-GENERAL *v.* HODGSON.

Peterson J.

23rd, 24th, 29th, 30th, 31st March; 12th April.

LOCAL GOVERNMENT—BYE-LAW—PROHIBITION OF USE OF MOTOR-CARS IN PARK—REASONABLENESS—CARRIAGE WAY.

*Where a right of carriage way is not restricted in a deed to carriages impelled by a particular kind of traction, a "motor-car" is a carriage for the purpose of user of such right of way. A bye-law is not unreasonable because in the interests of public safety it* bonâ fide *prohibits the use of a public park by motor vehicles.*

Kruse *v.* Johnson (1898, 2 Q.B. 91), *applied.*

This was an action by the Attorney-General on the relation of the Bradford Corporation and by the Corporation for an injunction to restrain the defendant from driving motor vehicles over the roads in Peel Park in contravention of the bye-laws. The facts were as follows:—About 1850, certain land bought with public subscriptions was conveyed to A and B to provide a public park, called Peel Park, for the benefit of the inhabitants of Bradford. Certain plots on one side of it were sold off for private residences, one was purchased from A and B by the predecessor in title of the defendant and conveyed to him in 1861 "together with the right of carriage, horse and footway through Peel Park (but not for carts wagons or drays or for persons bearing burdens or carrying parcels), at such hours as the said park should be open to the public, but subject to such bye-laws, rules and regulations as shall from time to time be made by the persons having control of the said park, for the purpose of preserving order and decorum, promoting safety and for establishing and maintaining the character of the said park as a place of public recreation and at other hours, subject to such payments, bye-laws, rules and regulations as shall from time to time be required and made by the persons having control as aforesaid." The conveyances of the other lots contained a similar provision. The park was conveyed in 1863 by A and B to the Bradford Corporation, under the provisions of the Public Health Act, 1848, and the Bradford Improvement Act 1850. In 1907 the Bradford Corporation made a bye-law for regulating or preventing the admission of horses and vehicles to the parks in accordance with the powers given to them by the Bradford Corporation Gas and Improvement Act 1871, as follows:—"No motor-car, motor-carriage, motor-bicycle, motor-tricycle or other similar mechanically driven vehicle shall be allowed at any time to enter or pass through any of the parks." When the council passed this bye-law, they did not specially consider the position of the owners of the houses, but they did consider and reject the suggestion of imposing a speed limit. The defendant, who had recently purchased this house, claimed the right to drive his car along the carriage ways of Peel Park, and disputed the validity of the bye-law in so far as it affected these houses. In 1921 in order to meet the objection that the bye-law was not made under the powers reserved in the conveyances the Council "as the body having the control of Peel Park" made a regulation "for the purpose of promoting safety and for the establishing and maintaining the character of the said park as a place of public recreation" prohibiting the passage of motor vehicles in any part of the said park, to or from any of the houses in question and commenced these proceedings.

PETERSON, J., after stating the facts, said:—There is nothing in the deed of conveyance of December 1861 to show that the right of carriage way was restricted to carriages which were impelled by any particular kind of traction, and in my judgment, a motor-car is a carriage within the meaning of the grant. The real question is whether the bye-laws are so unreasonable as to be invalid. Having regard to what was said by Lord Russell of Killowen, C.J., in *Kruse* v. *Johnson* (*supra*), I am not prepared to say that

the bye-laws are unreasonable because they prohibit the use of the park by motor vehicles instead of attempting to limit their speed. The Corporation has a two-fold power under the Act of 1871, and under the conveyance, and the council have considered the question and come to the conclusion that in all cases it is expedient in the interests of public safety to prohibit the use of motor vehicles in the park. It cannot be suggested that the council did not act honestly in considering the question and the plaintiffs are entitled to an injunction.—COUNSEL: *Cunliffe*, K.C., and *J. G. Wood*; *Hughes*, K.C., and *Whinney*. SOLICITORS for plaintiffs: *Torr and Co.* for *H. L. Fleming*, Town Clerk, Bradford; for defendant: *Johnson, Weatherall, Sturt & Hardy*, for *Wade, Tetley, Wade & Co.*, Bradford.

[Reported by L. M. MAY, Barrister-at-Law.]

*In re* **JUPP; HARRIS** *v.* **GRIESON.** Russell, J. 26th and 27th April.

WILL—CONSTRUCTION—GIFT *inter vivos*—LEGACY—ADOPTION—SATISFACTION—PARTICULAR PURPOSE—OBLIGATION OTHER THAN PARENTAL.

*A gift by will to create a fund for the endowment of three named ladies during life or spinsterhood is a gift for a particular purpose* (*see* In re Smythies (1903, 1 Ch. 259)) *and a subsequent gift* inter vivos *of War bonds for the same purpose satisfies that gift to the extent of the price paid for the bonds.*

In re Corbett (1903, 2 Ch. 326) *applied.*

*Legacies of* £500 *and* £500 *War Loan are* ejusdem generis.

Pym *v.* Lockyer (1841, 5 My. & Cr. 29) *followed.*

*Where the bequest was not expressed to be made in fulfilment of a moral obligation, that ground of satisfaction by the gift* inter vivos *would not apply.*

In re Pollock (1885, 28 Ch. D. 552) *followed.*

This was a summons to determine whether a legacy of £500 had been satisfied by a gift *inter vivos* of £500 War Bonds. The facts were as follows. In 1914 a Dr. Bywater had died leaving three maiden sisters, and a fund called the Bywater Memorial Fund was started by friends to endow these ladies during life or spinsterhood with an ultimate trust in favour of the subscribers to the fund. The testator by his will made in 1916 declared that it was his intention to contribute £500 to this fund, and that he might pay part of it during his lifetime, and he directed his trustees that if the £500 or any part thereof remained unpaid at his death they were out of his personal estate to pay the same "so as to make up my full donation of £500." Between the years 1916 and 1919 the testator contributed nearly £500 to the fund, and in 1919 he made a codicil revoking his bequest to the fund, and instead provided: "I give to the trustees of the Dr. Bywater fund the sum of £500 free of all duties for the purposes of such memorial fund." In 1920 the testator bought £500 War Loan 5 per cent. bearer bonds, which he gave to his trustees to hold on behalf of the Bywater fund. The trustees of the fund argued that the legacy being to a stranger, was to be deemed bounty, and not adeemed by a subsequent gift, and cited *Pankhurst* v. *Howell* (1870, L.R. 6 Ch. 136), *In re Aynsley* (1914, 2 Ch. 442), and *In re Corbett* (*supra*). This was not a gift for a particular purpose, and was not an advancement, nor was it *ejusdem generis*: *In re Smythies* (*supra*), *Holmes* v. *Holmes* (1783, Bro. C.C. 555). The residuary legatees argued that a legacy could be satisfied by a gift of War Loan, and referred to *Pym* v. *Lockyer* (*supra*). Further, this legacy was given in fulfilment of a moral obligation, and was accordingly satisfied by the gift of War Loan: *In re Pollock* (*supra*). Both were also given for the same purpose.

RUSSELL, J., after stating the facts, said: As this is not a gift to beneficiaries, to whom the testator stands in *loco parentis*, there is no presumption that the gift *inter vivos* is wholly or in part a satisfaction of the legacy unless it appeared on the face of the codicil to have been given for a particular purpose: see *In re Smythies* (*supra*). The gift to the ladies is a gift to create a fund to go for the endowment of those ladies during life or spinsterhood. That is a gift for a particular purpose, and the subsequent gift of the War Loan being for the same purpose the legacy is *pro tanto* satisfied: see *In re Corbett* (*supra*). An advancement must, in order to be a satisfaction of a legacy, be *ejusdem generis*, and the legacy of £500 and £500 War Loan are *ejusdem generis*: see *Pym* v. *Lockyer* (*supra*), and *Watson* v. *Watson* (1864, 33 Beav., 574). It has also been argued that, even if the legacy had not been given for a particular purpose, the evidence shows that it was given to fulfil a moral obligation, and would have been satisfied by the subsequent gift *inter vivos*. If there had been evidence to that effect it was also necessary that the bequest should be expressed to be made in fulfilment of the obligation: see *In re Pollock* (*supra*); and it was not so expressed. As I hold that the legacy was for a particular purpose, and the gift of the War Loan was for the same purpose, I declare that the gift of the War Loan satisfies the legacy to the extent of the price paid for the bonds.—COUNSEL: *L. F. Potts*; *G. B. Hurst*, K.C., and *W. H. Horsley*; *Stamp*; *W. G. Hart*. SOLICITORS: *Ford, Lloyd & Co.*; *Peacock* and *Goddard*.

[Reported by L. M. MAY, Barrister-at-Law.]

# High Court—King's Bench Division.

**SCOTT** *v.* **WALLEY.** Div. Ct. 30th March.

PRACTICE—APPEAL FROM REPORT OF MASTER—JURISDICTION—R. S. C. ORDER LIV, r. 22 (*a*).

*An appeal to the Divisional Court under Order LIV, r. 22 (a) from a report made by a master, in an action commenced in the High Court upon an issue which the judge directed him to try, is an appeal in the fullest sense of the word, both the law and the facts being open to review.*

Appeal, under Ord r IV, r. 22 (*a*), by motion, from the report of a Master in Chambers. An action was brought in the High Court for an injunction to restrain the defendant from parting with certain goods and chattels which the plaintiff alleged to be his property. Lush, J., directed that one of the issues should be tried by a Master in Chambers, and that he should report the result to the Judge in Chambers. Questions of law arose with regard to the effect of certain documents of title involved in the action and as to the validity of certain transactions. The Master heard the evidence and reported in favour of the plaintiff. The defendant appealed, from the findings of law and also of fact, to the Divisonal Court under Order LIV, r. 22 (*a*), which is as follows: "(1) There shall be a right of appeal from any finding, decision, order or judgment arrived at, made, given, directed, or entered by any Master of the King's Bench Division on the hearing or determination by him of—(*a*) Any trial or reference of any action, cause, issue or matter (including trials directed under Order XIV, rule 7), or any assessment of damages and whether by consent or otherwise . . . (2) Such appeal shall be to a Divisional Court by notice of motion. The notice shall be in writing, and shall state whether the whole or any, and if so what part only of the finding, decision, order or judgment is appealed from, and shall state concisely the grounds of appeal . . ."

SWIFT, J., in delivering judgment, said that rule 22 (*a*) was introduced into Order LIV in 1919 in order to effect uniformity in the practice on appeals from a Master, and that in an appeal under that Order it was clear that both the law and the facts were open to review, and that the appeal was one in the fullest sense of the term. The Court would, however, have regard to the principles laid down by the Court of Appeal as proper to be followed by appellate tribunals in dealing with the decisions of courts of first instance on questions of fact. Where the decision depended upon the evidence of two conflicting sets of witnesses, the court would be slow to interfere with that decision, inasmuch as the court of first instance had had the advantage of seeing the witnesses themselves. In the present case, however, the decision depended upon an inference drawn from the facts, and under such circumstances the appellate tribunal was in an equally good position to draw a correct inference; and in his Lordship's opinion the Master had drawn a wrong inference. His Lordship, therefore, after dealing with the facts, held that the appeal should be allowed.

ACTON, J., agreed.—COUNSEL: *Colam*, K.C., and *Philip Pitt*; *Schiller*, K.C., and *Ralph Thomas*. SOLICITORS: *Groebel & Co.*; *H. P. Crowe*.

[Reported by J. L. DENISON, Barrister-at-Law.]

**SCHMIT** *v.* **CHRISTY.** Div. Ct. 20th Feb. and 31st March.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—NEW TENANCY—INCREASED RENT—NO NOTICE GIVEN OF INTENTION TO INCREASE RENT—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 3.

*A tenant of premises to which the Increase of Rent and Mortgage Interest (Restrictions) Act applies can recover from the landlord any sums paid by him in excess of the standard rent in respect of increase of rent, even under an agreement for a new tenancy, if he has not received from the landlord notice of his intention to increase the rent as provided by s.* 3 *of the Act of* 1920.

Appeal from the Westminster County Court. The plaintiff let to the defendant from 1st January, 1921, a portion of a house consisting of "rooms in a dwelling-house subject to a separate letting . . . as a dwelling" at a rent of 35s. per week. The defendant had, up to 31st December, 1920, occupied the same portion of the house as sub-tenant to the previous tenant of the landlord. At the determination of that tenancy it was agreed between the landlord and the defendant that the latter should continue to occupy the premises and pay a rent of 35s. per week. He continued to pay this rent until the 13th August, 1921. He then disputed his liability to pay the increased rent and continued in occupation

without paying rent. The plaintiff commenced proceedings in the county court claiming a sum in respect of arrears of rent. The defendant counter-claimed the difference between the sum which he had paid since the increase was made and the standard rent for the same period. It was admitted that the tenancy commencing on the 1st January, 1921, was a new tenancy. No notice of any increase of rent had been given under the Act of 1920 to the defendant or any previous tenant. The county court judge decided in favour of the plaintiff for an amount representing the standard rent, plus the increase permitted by the Act. The defendant appealed. By s. 3 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, it is provided: "(1) Nothing in this Act shall be taken to authorise any increase of rent except in respect of a period during which but for this Act the landlord would be entitled to obtain possession, . . . (2) Notwithstanding any agreement to the contrary, where the rent of any dwelling-house to which this Act applies is increased, no such increase shall be due or recoverable until or in respect of any period prior to the expiry of four clear weeks, or, where such an increase is on account of an increase in rates, one clear week, after the landlord has served upon the tenant a valid notice in writing of his intention to increase the rent, which notice shall be in the form contained in the first schedule to this Act, or in a form substantially to the same effect . . ."

ACTON, J., in delivering the considered judgment of the Court (Swift, J., and Acton, J.), said that in the present case the requirements of s. 3 (2) had not been complied with, and therefore no more than the amount of the standard rent was recoverable by the landlord. The landlord's claim was also barred by the provisions of s. 3 (1), see *Newell* v. *Crayford Cottage Society, Ltd.* (1922, W.N. p. 72). There was no period between the 1st January and the 13th August, 1921, during which, but for the Act, the landlord would have been entitled to obtain possession. It appeared to be now established that, on a re-letting, as against a new tenant, a landlord could not, by a mere agreement, increase the rent from the outset above the standard rent. It was only recoverable after a valid notice had been given (*Glossop* v. *Ashley*, 1921, 1 K.B. 451). The appeal must, therefore, be allowed.—COUNSEL: *Powell*, K.C., and *G. L. Hardy*; *S. P. Kerr*. SOLICITORS: *Piper, Smith & Piper*; *Mead & Sons*.

[Reported by J. L. DENISON, Barrister-at-Law.]

# Court of Criminal Appeal.

**REX** *v.* **ARMSTRONG.** 11th, 12th, 15th and 16th May.

CRIMINAL LAW — MURDER — EVIDENCE — POISONING — ADMINISTERING ARSENIC—SUBSEQUENT ALLEGED ATTEMPTED MURDER OF ANOTHER PERSON BY ADMINISTERING ARSENIC—ADMISSIBILITY OF EVIDENCE.

*The appellant's wife died of arsenical poisoning. Some months later, the appellant was indicted for the murder of his wife. At the trial evidence was admitted by the learned judge, which tended to show that the appellant, some eight months after the death of his wife, attempted to poison another person by administering arsenic. At the time of the appellant's arrest, arsenic was found on him, and there was evidence of the purchase of arsenic by the appellant shortly before the occasions when the prosecution alleged that he administered the arsenic to his wife. There was also evidence that, on the occasions in question, the appellant was the only person who had the opportunity of administering arsenic to his wife. It was part of the defence that the appellant's wife died as the result of arsenic, but that the appellant had nothing to do with administering it to her, the suggestion being that the arsenic was taken by accident, or that the deceased committed suicide. The appellant said that he bought the arsenic to destroy weeds. He was convicted, and he sought to have his conviction quashed on the ground (among others) that the evidence relating to the subsequent attempted poisoning of another person was improperly admitted.*

*Held, that the evidence in question was properly admitted. It being an essential part of the case for the prosecution to prove that arsenic was designedly administered by the appellant to his wife, any evidence tending to prove design must tend to rebut the suggestion of accident or suicide. The fact that the defence withdrew the suggestion of accidental poisoning, and relied on the defence of suicide, did not preclude the prosecution from calling this evidence. It was also open to the prosecution to adduce this evidence in order to rebut the suggestion that the appellant kept the arsenic for an innocent purpose, namely, to destroy weeds.*

Appeal from conviction. The appellant was convicted before Darling, J., at the Hereford Assizes, on 13th April, 1922, of the murder of his wife, and was sentenced to death. He appealed against conviction, and the points of substance raised by the notice of appeal were (1) that evidence of an attempt to poison one Oswald Norman Martin, some eight months after the death of the appellant's wife, ought not to have been admitted; and (2) that on that evidence the learned judge misdirected the jury. The evidence proved, among other things, that the appellant's wife died on 22nd February, 1921, of arsenical poisoning; that a fatal dose of arsenic was administered to her within twenty-four hours of her death; that she suffered from the same kind of poisoning both in August, 1920, before her removal to an asylum, and in February, 1921, soon after her return home; that the appellant purchased arsenic shortly before each of those occasions; that he was the only person who, on both occasions, had the opportunity of administering arsenic to his wife; and that his possession of arsenic, made up in small packets of fatal doses, including the packet found upon him at the time of his arrest, was not consistent with any legitimate purpose. The evidence further went to show that he had a two-fold motive for murder, namely, the desire to obtain the benefit to be derived under a new will made by his wife in July, 1920, and the desire to contract another marriage. The appellant was a solicitor practising at Hay, in Herefordshire. He was fifty-three years of age, and in 1907 he married his wife. In 1912 his wife and he went to live at Mayfield, Hay. The house had considerable grounds and 800 square yards of paths. In 1914 the appellant, who had been for some time a Territorial, was called up on the outbreak of war. He left his family and served in this country and also for a time in France up to 23rd May, 1919. During the absence of the appellant on war service, after a short time Mayfield was let and Mrs. Armstrong with the children went to Teignmouth, where some of her family lived. While she was there Mrs. Armstrong suffered from almost chronic indigestion. She suffered from rheumatism, neuritis, and loss of power in her hands and in her feet. On 17th January, 1917, she made a will. In it she left her property ultimately to be divided among her children and she left an annuity of £50, subsequently increased to £100, to her husband, besides making a bequest to the housekeeper of the appellant. During all that time—1917-1918—while the appellant was serving, and especially when he was in France, his wife was very anxious. On 23rd May, 1919, the appellant was demobilized and returned to his home at Mayfield. There was evidence that early in that year Mrs. Armstrong was still suffering from indigestion and from neuritis and loss of power in her hands and feet. Returning in May, 1919, the appellant took up his practice as a solicitor. On 7th June, 1919, he purchased half a pound of arsenic to be used, as he said, as a weed-killer. In October, 1919, Mrs. Armstrong expressed to her sister a desire to make a new will, telling her that she was not satisfied, now that her husband was back, that she had left him enough. On 8th July, 1920, the second will was made. That will played an important part in the trial, because there was some suggestion that the making of that will was carried through by the appellant, and it was put forward by some sort of minor suggestion that it was a motive for the appellant to get rid of his wife. No suggestion was made at the trial that the signature was not Mrs. Armstrong's real signature; but the suggestion was made that the will was not properly executed. The will was drawn up by the appellant, and by that will his wife left everything to the appellant. On 4th August, 1920, there was a purchase of weed-killer. On about 15th August Mrs. Armstrong became very ill. She appeared to be suffering from delusions. The doctor was sent for, and subsequently, about the 20th of the month, there was a consultation between two doctors, the appellant, Mrs. Armstrong's sister, and a family friend, and the appellant's wife was removed to an asylum. While there she recovered mentally and physically, and the appellant wanted to have her home again. The asylum doctors suggested that she should return home on leave of absence, but the appellant was unwilling to assent to that suggestion, and on 22nd January, 1921, she returned home altogether. On the 11th of that month the appellant bought a quarter of a pound of white arsenic, some of which he made into a number of small packets. About a fortnight after her return home from the asylum she again became very ill, constantly vomiting after taking food, and she died on 22nd February, 1921. On 2nd January, 1922, Mrs. Armstrong's body was exhumed, and on analysis arsenic was found in all her organs. The doctors were of opinion, after the analysis, that she had died of arsenical poisoning, and that the fatal dose had been given to her within twenty-four hours of her death. They were also of the opinion that a number of large doses of arsenic had been administered to her for some days (ten or eleven or so) before she died, and that she was suffering from arsenical poisoning at the time she was taken to the asylum in August, 1920. The evidence was that the appellant on the occasions in question was the only person who had opportunities of administering this arsenic to his wife. With regard to the appellant's alleged desire to contract another marriage, the evidence on that point was that the appellant, in November, 1915, while serving in the

army, met a certain lady. In July, 1920, he again saw her by appointment, and again in May, 1921, when he proposed marriage to her, but there was no engagement between them at any time. With regard to the main ground of appeal, namely, as to the admissibility of the evidence of the attempted murder of one Martin, the facts were that there was in Hay another solicitor, named Martin, a younger man than the appellant. Certain litigious matters were going on between the two solicitors, and there was, in particular, one property sale in which Martin acted for the purchasers and the appellant for the vendor. Martin was pressing for completion, but the appellant was delaying completion. Their personal relations were good, but their professional relations had become strained. In September, 1921, Martin wrote to the appellant that unless the completion took place by 20th October the purchasers would rescind the contract and demand the return of the deposit of £500. On 26th October and on several previous occasions the appellant had invited Martin to the appellant's place to tea. On that day Martin went. The appellant on that day went home early, and about 4.15 he was seen to go up the drive, pass through the front door and go straight through to the garden, where he stayed, conversing with one of the men in the garden until Martin arrived, when the appellant and Martin went into the house together. The appellant handed Martin a buttered scone with his fingers, saying, "Excuse my fingers." That evening Martin became very ill, and after an examination of his urine the doctors were of opinion that his illness was caused by arsenic. When the appellant was arrested a fatal dose of arsenic was found on him. At the trial Darling, J., admitted the evidence relating to the attempt to poison Martin.

Lord HEWART, C.J., delivered the judgment of the court (Lord Hewart, C.J., Avory and Shearman, JJ.). In the course of his judgment he said: As to the question of the admissibility of the evidence relating to Martin, it is to be observed that the decision in *Reg.* v. *Geering* (1849, 18 L.J., M.C., 215) was established as an unquestionable authority by the decision in *Makin* v. *Attorney-General for New South Wales* (1894, A.C., 57). The only difference between *Geering's Case* and the present case is that, while in *Geering's Case* there was evidence of the actual administration of food which might have contained arsenic, in the present case there was evidence of the opportunity for such administration, strengthened by evidence of possession of arsenic by the appellant at the material times, a fact which does not appear in the report in *Geering's Case*. In the opinion of this court, it would suffice to say that on the authority of *Geering's Case* the evidence which is here complained of was admissible. But it is suggested that, in the absence of direct evidence of some act done by the appellant towards the commission of the crime with which he was charged, evidence as to the subsequent attempt on the life of Martin in October, 1921, was inadmissible, because at an early stage of the trial counsel for the appellant intimated that the defence would be that Mrs. Armstrong committed suicide by taking arsenic and that no defence of accidental poisoning would be raised. Counsel for the appellant, it may be added, in his argument before this court, very properly stated that he sought to make no point of the fact that the events relating to Martin were subsequent to the death of the appellant's wife; and, moreover, that the lapse of time, between February and October, 1921, was immaterial. An intimation given by counsel at an early stage of the case as to the defence upon which he proposes to rely cannot preclude the prosecution from offering any necessary evidence to show that the accused committed the crime. It was an essential part of the case for the prosecution here to prove that arsenic was designedly administered by the appellant to his wife, and any evidence that tended to prove design must of necessity tend to negative accident and suicide. A few days before her last illness began, the appellant's wife had been brought home from the asylum at the request, and in consequence of the diligent negotiations, of the appellant himself. The evidence showed that those negotiations and requests began on or about 10th January, 1921, and that on 11th January the appellant purchased a quarter of a pound of white arsenic and took it home. With what design did he make that purchase, and provide himself at that particular time with that poison? Was it for the innocent purpose of destroying weeds, or for the felonious purpose of poisoning his wife? The fact that he was subsequently found, not merely in possession of, but actually using for a similar deadly purpose, the very kind of poison that caused the death of his wife was evidence from which the jury might infer that that poison was not in his possession at the earlier date for an innocent purpose, and such use of the same poison is more cogent than the mere fact of death from the same poison, as in *Geering's Case*; see *R.* v. *Thompson* (1918, A.C., 221), and the illustrations there give. There was the clearest possible evidence that the appellant, on 11th January, 1921, purchased a quarter of a pound of white arsenic, and that when he was arrested on 31st December, 1921, he had in his pocket a packet containing a fatal dose of white arsenic. In these circumstances, so soon as he stated the defence, as he did at once, that he bought and was keeping the poison for the innocent purpose of destroying weeds, it was open to the prosecution to show by means of the evidence relating to Martin that the appellant neither bought nor kept the poison for that pretended innocent purpose. The question which is involved here, as Lord Sumner said in *Thompson's Case* (1918, A.C., at p. 236), "raises no new principle of law; it elucidates no new aspect of familiar principles. It is a mere question of the application of the rules of evidence to this particular case." The appeal is dismissed.—COUNSEL: *Sir Henry Curtis Bennett*, K.C., *S. R. C. Bosanquet* and *E. A. Godson*; *Sir Ernest Pollock*, A.-G., *Vachell* and *St. J. G. Micklethwaite*. SOLICITORS: *Walls, Stallard & Co.* for *T. A. Matthews*, Hereford; *The Director of Public Prosecutions.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

# In Parliament.

## House of Commons.

## Questions.

### LEAGUE OF NATIONS (MANDATES).

Sir J. D. REES (Nottingham, East) asked the Under Secretary of State for Foreign Affairs whether His Majesty's Government and the Government of the United States of America have agreed that in respect of mandated territories the United States of America and its nationals shall have the benefit of all engagements of His Majesty's Government defined in the Mandate, notwithstanding the fact that the United States of America is not a member of the League of Nations; and, if so, what benefit accrues to the mandatory power from undertaking the expenses and risks of accepting mandates and from being a member of the League of Nations?

Mr. HARMSWORTH: Negotiations are proceeding with the United States Government in connection with the territories to be held under A and B mandates with the general object mentioned in the question. I do not think it is justifiable to assume that such benefit as may be derived by the mandatory and other members of the League from those territories will be lessened as a result of the negotiations.

### RENT RESTRICTIONS ACT.

Mr. HALLS (Heywood and Radcliffe) asked the Minister of Health if he will state how many local authorities he has received resolutions from requesting him to extend The Increase of Rent and Mortgage Interest (Restriction) Act, 1920, or to introduce legislation to obtain such power; and whether he intends moving in the matter?

Sir A. MOND: I have received representations in favour of the extension of this Act from three local authorities. As the Act has still over twelve months to run, I think it would be premature to take any decision at the present time.

### DEPUTY JUDGE ADVOCATE.

Sir T. BRAMSDON (Portsmouth, Central) asked the Parliamentary Secretary to the Admiralty what duties are performed by the Deputy Judge Advocate of the Fleet during the periods at which he is not officiating at naval courts-martial; whether it is a part of his duties to prepare circumstantial letters, frame charges, and prepare lists of questions for the prosecutor, for use at courts martial at which he will officiate as Deputy Judge Advocate; and whether this has ever been done?

THE PARLIAMENTARY SECRETARY TO THE ADMIRALTY (Mr. Amery): Apart from duties in connection with particular courts-martial at the home ports, the Deputy-Judge Advocate performs instructional work of lecturing and examining officers on Naval Law and court-martial procedure. When this officer is employed at courts-martial his duties do not, as might be inferred, begin and end with his attendance at the trial. Article 673 of the King's Regulations, which deals with these duties, states, amongst other things, that the prosecutor (and for that matter the accused also) is at all times entitled to the Judge-Advocate's opinion on any question of law relating to the charge or trial; and further that it is the Judge-Advocate's duty, whether consulted or not, to inform the Convening Authority of any informality or defect in the charge, and of course he can only be in a position to do so after he has carefully perused the papers.

The Admiralty have every reason to believe that the present Deputy Judge Advocate of the Fleet—an officer of considerable experience—impartially performs these his lawful duties. It is no part of his duties to prepare circumstantial letters, frame charges or prepare lists of questions for the prosecutor at a court-martial at which he will officiate as Deputy-Judge Advocate of the Fleet. (24th May.)

### ENEMY ACTION (CLAIMS).

Sir WALTER DE FRECE (Ashton-under-Lyne) asked the Prime Minister (1) whether he can state the progress which has been made with the settlement of the claims of passengers who were on vessels torpedoed in the war; (2) whether he is aware that the claims of passengers who were victims in the sinking of the steamship "Arabic" during the war are still unsettled, though seven years have elapsed; and when a settlement in this matter may be expected?

Sir P. LLOYD-GREAME (Secretary, Overseas Trade Department): I have been asked to reply. As regards the latter question, the answer to the first part is in the affirmative. The Royal Commission on Compensation for Suffering and Damage by Enemy Action is considering as rapidly as possible claims by British nationals against the £5,000,000 provided for the purpose of making *ex gratiâ* grants in respect of damage by enemy action. Claims arising out of death and personal injury are receiving first consideration. I am not in a position to make any statement as to the progress made pending publication of the Report of the Royal Commission (25th May.)

### RENT RESTRICTIONS ACT.

Sir C. YATE (Melton) asked the Minister of Health if he will have inquiry made from County Court judges and other persons who have been administering the Rent Restrictions Act as to how that Act is working

throughout the country and as to how far and in what respect it has failed, with a view to bringing the Act to an end if necessary sooner than the specified time ?

The Minister of Health (Sir Alfred Mond) : I do not think it necessary to make further inquiries at the present time. A considerable amount of information on this subject is already in my possession, and I cannot undertake to introduce legislation for the purpose suggested.

LEGITIMATION BILL.

Captain Bowyer (Buckingham) asked the Home Secretary on what day the Second Reading of the Government Bill dealing with legitimation will be taken ?

Mr. Shortt : I am not in a position to give a date for the Second Reading, but I hope to introduce the Bill soon after the Recess.

ASSIZES.

Captain Terrell (Henley) asked the Home Secretary whether the Government has considered the reduction of unnecessary assizes with the object of saving public money ?

Mr. Shortt : The matter is now under the consideration of a Committee appointed by the Lord Chancellor. (29th May.)

## Bills Presented.

Representation of the People (No. 3) Bill—" to suspend temporarily the spring register of electors prescribed by The Representation of the People Act, 1918 " : Mr. Dennis Herbert, on leave given by 200 to 112. [Bill 137].

Seditious Propaganda Bill—" to prevent the importation from overseas of money, valuable securities, or property intended to be used for seditious propaganda ; and for purposes connected therewith " : Mr. Gideon Murray, on leave given by 221 to 77. [Bill 136]. (24th May).

Merchant Shipping (Venereal Disease) (No. 2) Bill—" to amend the Merchant Shipping Acts, 1894 to 1921, with respect to seamen suffering from venereal disease " : Major Colfox. [Bill 139]. (25th May.)

## Bills in Progress.

24th May. Electricity (Supply) Bill [Lords]. Amendment for Rejection (Mr. G. Balfour) by leave withdrawn. Bill read a second time, and committed to a Standing Committee.

National Health Insurance Bill read a second time, and committed to a Standing Committee.

Indian High Courts Bill [Lords]. On Order for Second Reading, the Under-Secretary of State for India (Earl Winterton) said : Under the Government of India Act, it is laid down that one of the qualifications for appointment as judge of a High Court shall be that the person so appointed shall be ten years a pleader of a High Court. Since the Act was passed the point has arisen as to whether it is clear that when a Chief Court is converted into a High Court, which has taken place recently, the position of pleader in a Chief Court counts towards the ten years. This Bill proposes to remedy that doubt both as regards the past and future, and thereby to remove the doubts which have arisen. If the Bill were not passed, it would mean that Indian barristers who had been pleaders in a Chief Court, where that Chief Court was turned into a High Court, would be prevented from receiving these appointments, and barristers would have to be brought in from outside, which would obviously be undesirable. Bill read a second time, and committed to a Standing Committee.

Sale of Tea Bill read a second time, and committed to a Standing Committee.

26th May : Guardianship, &c., of Infants Bill. Sir R. Newman, in moving the Second Reading, said :—I understand there is an arrangement made between His Majesty's Government and another place to deal with this matter by means of a Joint Committee, or something of that sort. Sir J. Baird : This Bill covers an extremely difficult series of legal questions, and the Government has taken it into very careful consideration, in conjunction with the promoters of the Bill. A similar Bill has been introduced into another place, and we feel that the only satisfactory way of dealing with so complicated a matter, having possibly far-reaching effects, would be to have it examined by a Committee of both Houses. A message is on its way from another place asking this House to adopt that view. Debate adjourned.

Separation and Maintenance Orders Bill. Read a second time, and committed to a Standing Committee.

29th May : Finance Bill—Motion for Rejection (Col. Wedgwood) defeated by 163 to 21. Bill read a second time, and committed to a Committee of the whole House.



# Societies.

## The Law Society.

NOTICE.

The Annual General Meeting of the members of The Law Society will be held in the Hall of the Society on Friday, the 7th day of July next, at 2 p.m.

The following are the names of the members of the Council retiring by rotation : Mr. Botterell, Mr. Coley, Sir H. Crawford, Mr. Francis, Mr. Garrett, Sir Roger Gregory, Mr. Ingledew, The Rt. Hon. Sir Donald Maclean, K.B.E., M.P., Sir A. K. Rollit, and Mr. Welsford.

So far as is known they will be nominated for re-election.

There are three other vacancies, one caused by the death of Mr. Goddard and two by the retirement of Sir William Leese and Mr. Philpotts.

By Order,
E. R. Cook,
Secretary.

Law Society's Hall,
1st June 1922.

## Law Association.

ANNUAL MEETING.

The 105th Annual General Court of the Law Association was held at the Law Society's Hall on Tuesday. Mr. T. H. Gardiner (Treasurer) taking the chair. Among those present were Sir G. Phillips Parker, Mr. F. W. Emery, Mr. G. H. Willis, Mr. P. E. Marshall, Mr. Wm. Winterbotham, Mr. J. B. Curwen, Mr. P. H. Chambers, Mr. E. B. V. Christian and Mr. E. Evelyn Barron (hon. sec.).

The report stated that the receipts for the past year were as follows :—dividends on investments, £1,681 2s. 9d. ; annual subscriptions, £445 4s. ; donations and bequests, £82 4s. ; life subscriptions, £115 10s. ; making a total of £2,324 0s. 9d. The expenses of the year amounted to £371 5s. 4d., leaving a balance of £1,952 15s. 3d., which with £179 12s. 7d. balance from 1920, made the net receipts of the year £2,132 8s. Thereout the board had distributed £726 6s. amongst thirteen members' cases, and £1,177 10s. amongst forty-six non-members' cases, making the total relief granted £1,903 16s. There remained a balance of £228 12s. towards the expenditure of the current year. Since the formation of the Association in 1817 the relief granted to members and their families had amounted to £89,185 13s. 10d., and to non-members and their families £30,494 16s. 9d., making a grand total of £119,680 0s. 7d. The directors felt that the membership did not adequately represent the 4,800 London solicitors on the roll and, having regard to the strong probability of an increase in the claims on the Association in the future, they earnestly hoped that the members would make a special effort to induce their friends to join the Association, in order that there might be no curtailment of the work.

The Chairman, after reading a letter from Lord Justice Younger, President of the Association, expressing his regret that his duties at the Court of Appeal prevented him being present, moved the adoption of the report. In doing so he referred with satisfaction to the position of the Association. More grants and increased grants had been given to members and their families and increased grants had also been made to non-members. Practically the Association was in a better position than at the meeting twelve months ago. The figures indeed compared very favourably with those given at the last Annual Meeting. At that time the board brought forward from 1920, £89,9s., whilst this year they carried forward £228 12s. Including the sum brought forward, this year's receipts were £2,324 0s. 9d., against £2,239 18s. 2d. for last year, a difference of £84 2s. 7d. in favour of the Association. Donations last year were £55 15s. 6d. and this year they stood at £82 4s. Of course the Association depended very largely upon bequests, but the board had received none in either year. The life subscriptions last year were £94 10s. and this year they were £115 10s., an increase which to some extent he attributed to the very good attendance at the last annual meeting. Last year the Association divided £725 between twelve members' cases, and this year they had divided £726 6s. between thirteen such cases. Last year, as far as non-members were concerned, £1,090 10s. had been spent in relieving thirty-nine cases, and this year the amount was £1,903 16s., in forty-six cases. He congratulated the Association that they had not had to spend more in relieving the cases of members and those who depended upon them. The board had anticipated very much larger claims in this respect than had been made. On the other hand, the number of non-members' cases was increasing. That was not surprising, as the members were the more solid portion of the solicitor branch of the legal profession ; whilst the non-members represented the less solid, the poor and the struggling. During the year ten members had died, including their late colleague Mr. Spencer Whitehead, whose loss the board regretted very greatly. It was a loss to the Association and to the profession. But he was glad to say that the Association was gaining an accession of new members, who now numbered 592, of whom 166 were life members. During the year fifty-six new members had joined, which was very satisfactory, but he should like to see the number increased to 100 during the current year, so that the membership should be at least 600.

Mr. P. E. Marshall seconded the report and it was unanimously adopted.

Lord Justice Younger was re-elected president. The directors were re-elected, with the addition of Mr. C. Eric Few, Mr. J. R. Molony, Mr. William Winterbotham and Mr. R. M. Wood to fill vacancies caused by the death of Mr. Spencer Whitehead, the resignation of Mr. G. W. Rowe,

and also of Mr. S. P. Turner and Mr. Mark Wilson, both of whom retired from the profession; and of Mr. J. E. W. Rider, who was elected trustee in the place of the late Mr. Spencer Whitehead. Mr. Gardiner was re-elected treasurer. Mr. J. C. Brookhouse, Mr. G. H. Willis and Messrs. Deloitte, Plender, Griffiths & Co. were re-elected auditors.

On the motion of Sir G. Phillips Parker a vote of thanks was accorded to the chairman and the proceedings terminated.

## The Grotius Society.

Lord Cave, says *The Times*, delivered an address on "War Crimes and their Punishment," at the annual general meeting of the Grotius Society at the Inner Temple Hall, on Wednesday. Sir Alfred Hopkinson, K.C. (president of the society), occupied the chair.

Lord Cave said the subject of war crimes and their punishment was of urgent and practical interest to international lawyers and to the world. He referred to specific instances of acts of crime committed in the late war, such as the sinking of the "Lusitania" and of ten of our hospital ships, and the destruction of the lifeboats carrying survivors from the "Llandovery Castle." If these acts were examined he thought it would be found that all of them were not only forbidden by the laws and usages of war, but were, according to the general understanding of civilized people, acts of a criminal nature. It might be that the category of such offences was still undefined, but it appeared to him that little practical difficulty arose under this head. The written laws of war were embodied in such documents as the Paris, Geneva, and Hague Conventions, and presented little or no difficulty of interpretation.

As to whether it was desirable that such offences committed in war time should be punishable, there could be no doubt. No one wanted to be vindictive, but a law without a sanction was of little value, and if the rules established by the agreement or common understanding of nations for mitigating the barbarities of war might, on the breaking out of war, be thrown aside with impunity, there would be little inducement to lawyers or statesmen to spend further time upon their consideration.

Discussing the question whether and in what manner personal punishment could be inflicted on those responsible for war crimes, Lord Cave said that during war there were remedies which were not difficult to apply, but were very limited in application. It was universally recognized that breaches of the law of war might be met by reprisals. But the use of retaliatory methods was unsatisfactory, for it caused suffering to the innocent and might lead to counter-retaliation. When peace was made new difficulties ensued, even for the victorious nation.

People talked lightly of bringing war criminals to justice, but every lawyer knew that there were real difficulties, and the question was how they could be surmounted. The question was considered at Versailles, and the Treaty contained provisions dealing with the matter. Up to the present, however, the only effect was the conviction of six persons out of sixteen selected cases put forward by the Allies.

He thought that we should, at the earliest possible moment, codify the Criminal Law of War and prescribe the limits of punishment. If we should unhappily find ourselves at war, he thought we should at once proclaim our list of offences, and make it clear to the world that we would to the utmost of our ability inflict the penalty of the law upon those who offended against it. While war lasted, we should strictly enforce the code by reprisals or otherwise as circumstances might permit, and if victory should crown our arms we ought to make it an essential term of any armistice that all known offenders against the laws of war (of whom a full record should be kept) should be surrendered into safe custody.

In a short discussion which followed Admiral Niblack, of the United States Navy, said that Lord Cave's contribution to an interesting subject would be welcomed in America.

Sir Reginald Acland, K.C., said that from the mass of evidence he had read it appeared that there had not been the widespread ill-treatment on the part of our enemies which was believed at one time. He made two exceptions—namely, the "punishment march" to the frozen Russian frontier, the story of which when made known would be found to be unparalleled in the course of war; and the ill-treatment of prisoners, especially in 1918, on the Western Front.

Sir Graham Bower and Judge Atherley-Jones also contributed to the discussion.

## Gray's Inn.

WHITSUN VACATION.

The Library will be closed on Saturday, June 3rd, at 1 p.m., and will be re-opened on Thursday, June 8th, at 10 a.m.

By Order of
THE LIBRARY COMMITTEE.

# The late Mr. Justice Peterson.

"A Wayfarer" in *The Nation and The Athenæum*, of 27th May, says:

A correspondent writes me on the late Mr. Justice Peterson:—

"In the various obituary notices I have read of this talented and lovable man no reference has been made to the fact that in 1910, associated with Sir W. S. Robson and Raymond Asquith, he represented this country at The Hague in the North Atlantic Fisheries Arbitration with the United States. The following extract from the former's letter to him of 16th August, 1910, will both please and interest many friends:—

"'I cannot content myself with verbal thanks to you for the really splendid service you have rendered to Great Britain, and more particularly to me, its unworthy representative, in this long and strenuous fight we have all but finished at The Hague. I can never forget the way in which you and Asquith gave up your leisure and pleasure for nearly three months in order to keep things straight and clear in that tangled case. I am ashamed to remember that I scarcely left you an hour of freedom at any time of the day or any day of the week. It must have been particularly hard on you, a leader and therefore accustomed to take other men's points and use them as your own, to have your most admirable points, which ranged over both principle and detail in every part of the case, appropriated more or less imperfectly by myself and made to contribute to my unmerited kudos. I thank you, my dear Peterson, with all my heart.'"

An appreciative notice of the late Judge was also contained in the issue of 20th May.

# Manchester Notaries.

On Tuesday, says *The Times*, an application by Mr. Roger Birkbeck Knott, solicitor, to be appointed a notary public for the district of Manchester and ten miles round, was heard by Sir Lewis T. Dibdin, Master of the Faculties, sitting at the Church House, Westminster. The application was opposed on the ground that the number of existing notaries was sufficient at present.

Mr. Errington appeared for the applicant; Mr. Horton-Smith for the opponents.

Mr. Errington said that the applicant was a solicitor in Norfolk-street, Manchester. He was admitted in 1912, having been articled to Mr. Robert Innis, solicitor, whose practice he had since bought. Mr. Knott practised in Manchester from August, 1912, till September, 1914, when he joined the army. He was demobilized in 1919, having been awarded the Military Cross.

Sir Lewis Dibdin, in giving judgment, said that the application must be granted. Mr. Knott's appointment was largely supported, and he was personally suitable. In reference to the point of view of the convenience of business, it was quite true that no case of actual inconvenience had been mentioned, and in some cases that was a very material omission; but not in the present case, as in a place like Manchester, with the number of notaries there, he would not expect that there would be that sort of evidence. Mr. Innis sold his solicitor's business to Mr. Knott. There was no reason, as far as he was aware, why one notary might not sell the goodwill of his business to another notary. If not, was there any reason why he should not sell the goodwill of his business to a man who hoped to be appointed a notary? If the purchaser did not succeed in being appointed a notary, the goodwill was valueless to him. If the purchaser did succeed in being appointed a notary, was there any reason why he should not enjoy the goodwill thus purchased? The purchaser had no right to be appointed a notary because he had purchased the goodwill of a notary's business. Equally there appeared to be nothing in the fact of the purchase to disqualify him for appointment. As a reason for his appointment the purchase seemed to be a neutral and irrelevant fact. It ought not to weigh one way or the other. He granted Mr. Knott's application, and appointed him a notary public for the district of Manchester and ten miles round.

Solicitors: Messrs. Emmet & Co.; Messrs. Billing & Co.

# The Permanent Court of International Justice.

## Questions for First Meeting.

The two chief items on the list for the meeting of the Permanent Court of International Justice to be held this month concern the International Labour Organization of the League of Nations. In accordance with decisions taken by the Council of the League at its last sittings, the Court will be asked to give an advisory opinion under the terms of Article XIV of the covenant on the following questions:—

(1) "Does the competence of the International Labour Organization extend to international regulation of the conditions of labour of persons employed in agriculture?"

(2) "Was the workers' delegate for the Netherlands at the Third Session of the International Labour Conference nominated in accordance with the provisions of paragraph 3 of Article 389 of the Treaty of Versailles?"

Both these questions were the subject of controversy during the third session of the International Labour Conference held in Geneva last October and November. Strong doubts as to the competence of the Organization to deal with agricultural labour conditions were expressed by the French Government. After full discussion, during which Sir Daniel Hall, one of the British Government delegates, vigorously protested against treating workers as "international outlaws," the Conference by a large majority affirmed its opinion "that it has jurisdiction to deal with matters relating

to agricultural labour," and proceeded to do so. The question has now been referred to the new Court at the instance of the French Government.

The second question concerns the representative qualifications of the Dutch workers' delegate to the Conference. Under the paragraph cited of Article 389 of the Treaty, Governments undertake that the employers' and workers' delegates nominated by them to attend the Conference shall be "chosen in agreement with the industrial organizations, if such organizations exist, which are most representative of employers and workpeople, as the case may be, in their respective countries." It was contended by the workers' group at the Geneva Conference that the Dutch Government had failed to fulfil this undertaking. Though the credentials of their nominee were not ultimately rejected, the question was left more or less open, and the opinion of the new Court on it is therefore to be sought.

## The Criminal Law a Hundred Years Ago.

*The Times* publishes the following from its issue of 31st May, 1822 :—

OLD BAILEY, THURSDAY, MAY 30. YOUTHFUL DEPRAVITY.

John Maloney, a lad aged only 14, was indicted for stealing a handkerchief from the person of Thomas Morley. . . . The jury found him *Guilty*. . . . The sentence of the Court upon him was, that he be transported for life.

* * * *

Sentence of death was passed upon the following thirteen prisoners :—John Fuller, for returning from transportation ; John Lomas, for forgery ; James Stileman, John Crawley, and John Newmbier, for highway robbery ; Joshua Arnold, for burglary ; Wm. Thompson, for horse stealing ; John Bush, Edward Hammond, George Gibson, James Edwards, Susan Foster, and William Edwards, for stealing in a dwelling house.

* * * *

A considerable number of juverile prisoners were sentenced to transportation for life. . . . Minor punishments were ordered for lesser offenders-many of whom were directed to be both privately and publicly whipped.

## Portraits of Lord Westbury.

Interesting additions, says *The Times*, have recently been made to the National Portrait Gallery and the collection of legal portraits at the Privy Council Office in Downing-street—namely, two fine oil paintings of Lord Chancellor Westbury, executed probably some time in the sixties by the well-known Italian artist, Michele Gordigiani, which had remained unframed and forgotten in his studio in Florence since his death in 1909 until they were recently discovered there.

These pictures were brought to the attention of Mr. Milner, the Director of the National Portrait Gallery, by Mr. Carmichael, the British Consul at Leghorn, and the trustees of the Gallery have purchased one of them. The other has been acquired by private subscription contributed to by the present Lord Westbury (the Lord Chancellor's grandson) and some of the judges and officials of the Privy Council Office, and has been presented by them to that department. It is being hung in the old board room, which is used as a second court when the Judicial Committee sits in two divisions. Both portraits are good examples of the artist, who is already represented at the National Portrait Gallery by his pictures of Robert and Elizabeth Barrett Browning.

## Obituary.

### Mr. Charles Goddard.

We regret to record the death, which occurred last Saturday, of Mr. Charles Goddard, senior partner in the firm of Messrs. Peacock and Goddard, solicitors, of Gray's Inn.

Mr. Goddard had been a member of the firm for more than fifty years, and was in active attendance at his office until a few days before his death. He devoted his life to his profession, and had few outside interests, but in his profession he found ample scope for his energies. By his integrity, high character, and practical common sense, he won the respect of all, and though the last thing he sought was popularity, there were few men more popular amongst lawyers. He was a very clear-headed man of rapid decision, with power of incisive statement, which carried conviction ; those who consulted him left feeling that they knew what to do.

He was for many years a valued member of the Council of The Law Society, where his knowledge of the customs and practice of his profession, acquired as London agent for many country solicitors, made him an admirable Chairman of the Discipline Committee, a body which, during his connection with it, acquired largely extended powers. In the legal world his death leaves a gap which will not easily be filled. His portrait, by Mr. Hall Neale, appears in this year's Academy.

Mr. and Mrs. Goddard celebrated their golden wedding recently, and he leaves a widow, three sons, and two daughters. One of the sons, Mr. Rayner Goddard, is Recorder of Poole, and another, Mr. Ernest Goddard, carries on, with Mr. Woodhouse, Mr. Stringer, and Sir Philip Freeman, the firm in which his father had been a partner since 1868.

## Legal News.

### Appointments.

The Bishop of Chichester has appointed Mr. KENNETH M. MACMORRAN, M.A., LL.B., barrister-at-law, to be Chancellor of the diocese in place of the late Sir A. B. Kempe, D.C.L.

### General.

The University of Padua has conferred the hon. degree of Doctor of Laws upon Pro-Chancellor Richard Caton, who represented the University of Liverpool at the celebration of the 700th anniversary of the foundation of that University.

It is announced in *Industrial and Labour Information*, issued by the International Labour Office (League of Nations), that a draft Bill for the admission of women to the Legal Profession in Germany has been approved by committee of the Federal Council by thirty-eight votes to twenty-five. The Bill provided for the admission of women not only to judgeships, but also to legal professions in general, such as those of public prosecutor, solicitor, barrister, notary, bailiff, clerk of the court, &c.

In the course of the hearing of a non-jury action on 25th May, Mr. Justice Darling drew attention to the practice which, he said, was becoming very common and which he had mentioned before, of solicitors furnishing the court with typewritten copies of the correspondence in the case without any signature to the letters. The practice was productive of great inconvenience and he had decided that when next such a thing occurred he would disallow to the solicitor responsible the costs of the preparation of the documents.

Mr. Percy Bono, writing to *The Times* (30th ult.) says : The first clause of the Gaming Bill appears to a lawyer to be ambiguous. Although the Bill in its present wording says :—("No action for recovery of money under the said section (section 2 of the Gaming Act, 1835) shall be entertained in any court," it is not quite clear that the Bill deals with the vast number of actions which are pending for hearing. It seems to me that the Bill should state specifically either that all pending actions are to be decided upon the old law, or else that all pending actions are automatically wiped out. The pending actions involve hundreds of thousands of pounds and large sums of money in the shape of costs.

Mr. Albert Venn Dicey, K.C.. M.A., D.C.L., of All Souls College, Oxford, and of Banbury-road, Oxford, for 27 years Vinerian Professor of English Law at Oxford University, author of several standard books on law, a Fellow of All Souls, who died on 7th April, aged 87, left unsettled property of the gross value of £23,068, with net personalty £22,818. He left :—To his clerk, Edmund North, if still in his service, a life annuity of £104 and a legacy of £100, and a sum equal to the amount of his wages from the date of the testator's death to the Christmas Day following ; and to Professor R. S. Rait, of Glasgow University, all his interest in the book "Thoughts on the Union Between England and Scotland," of which they were joint authors.

## Court Papers.

Crown Office,
24th May 1922.

DAYS AND PLACES FIXED FOR HOLDING THE SUMMER ASSIZES, 1922.

The Commission day at Lancaster will be Wednesday, June 14th, and not as previously announced.



## Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

*London Gazette.*—TUESDAY, May 23.

BRADFORD & DISTRICT AGRICULTURAL TRADING SOCIETY. July 22. C. E. Claridge, 47, Market-st., Bradford.

THE MARTIN & TARRANT COMPANY LTD. June 14. Edward H. Banks, 5, New-st., Leicester.

BRADFORD & DISTRICT MINERAL WATER CO. LTD. June 10. William T. Butterfield, 9, Market-st., Bradford.

W. MONTGOMERY & CO. LTD. June 21. Laurence G. Oldfield, 11, Old Jewry-chambers, E.C.2.

SUNRISE MOTOR CO. LTD. June 7. Parkin S. Booth and Ernest J. Walker, 2, Bixteth-st., Liverpool.

*London Gazette.*—FRIDAY, May 26.

H. HARRIS, LTD. July 3. Herbert Barnsley, 16, Great James-st.

ELLIS, DRIVER & CO. LTD. June 30. Stanley Laycock, Barclays Bank-chmbrs., North-st., Keighley.

GILBERT NETHERWOOD & CO. LTD. June 6. Frank E. Revell, Prudential-buildings, Huddersfield.

GENERAL PETROLEUM LANDS CORPORATION LTD. June 30. James Jackson Ure, 59-61, New Oxford-st.

R. MARTENS & CO. LTD. July 18. Joseph S. Holmes, 33, Paternoster-row.

THE INCORPORATED THAMES NAUTICAL TRAINING COLLEGE. July 4. Frederick H. Stafford, 72, Mark-lane, E.C.

THE WITHERNSEA TENNIS & BOWLING CO. LTD. June 13. H. Gore Atkinson, Union and Smiths Bank-chmbrs., Silver-st., Hull.
W. J. QUINBY & Co. LTD. June 30. Maurice O. Beale, 9, Railway-approach, London Bridge.

*London Gazette.*—TUESDAY May 30.

SPIRAL FLEXIBLE METALLIC TUBING CO. LTD. July 1. A. France, West Bar Chambers, Boar-lane, Leeds.
EVANS & MORLEY LTD. July 8. Leslie H. Ball, 22, Broad-st., Hereford.
GREEN & SON (EXETER) LTD. July 6. Sydney H. Gillett, 24, Basinghall-st.
PEART & CO. LTD. June 27. William M. McKenzie, 50, Frederick-st., Sunderland.
GILBERTSON MOTOR CO. LTD. June 27. William M. McKenzie, 50, Frederick-st., Sunderland.
ALFO ELECTRICAL ENGINEERING CO. LTD. June 6. John R. Dickin, 37, Moorfields, Liverpool.
THE WILSON-WOLF ENGINEERING CO. LTD. July 4. R. S. Dawson, Tanfield Buildings, Hustlergate, Bradford.
ARTIFICIAL LIMBS LTD. July 7. Francis W. E. Morgan, 54, New Broad-st.
KIDDERMINSTER FEDERATED BUILDERS LTD. July 1. William Johnstone, Central Chambers, High-st., Kidderminster.
GOODLASS WALL & CO. (AUSTRALIA) LTD. July 12. Arthur P Bevan, 42, Secl-st., Liverpool.
SIDLEYS LTD. June 30. Alfred Laban, 25/27, Oxford-st., W.1.

## Resolutions for Winding-up Voluntarily.

*London Gazette.*—TUESDAY, May 23.

T. Maskall & Co. Ltd.
Harpenden Laundry Ltd.
Camden Cabinet Co. Ltd.
Yorkshire Straw Rope Co. Ltd.
Harworth Main Colliery Co. Ltd.
The Goole and Hull Steam Packet Co. Ltd.
Gliding Tointon & Larkinson Ltd.
Dyer & Jarvis Ltd.
Southeast Cinema Ltd.
The North British Diesel Engine Works Ltd.
The Nuneaton Brush Manufacturing Co. Ltd.
Tonyrefail Institute Palace Ltd.
Dyson's Garments Ltd.
The Woodville Sanitary Pipe and Fire Brick Manufacturing Co. Ltd.
Celyn Line Ltd.
General Deliveries Ltd.

*London Gazette.*—FRIDAY, May 26.

Evans & Morley Ltd.
J. Roberts & Co. Ltd.
H. Harris Ltd.
Rayner & Boyle Ltd.
Wellbury Farm Ltd.
Samuel Hess & Son Ltd.
Sanitary Publishing Co. Ltd.
Prosser & Co. (Sheffield) Ltd.
"Home Fires" Colliery Ltd.
Calders Margarine Co. Ltd.
The London & Provincial Plays Ltd.
The Traders and General Insurance Association Ltd.
The Stepper Point Roadstone Quarries Ltd.
Victoria Club (Middlesbrough) Ltd.
Barber, Williams & Co. Ltd.
Titon (Liverpool) Ltd.
E. Hallam & Co. Ltd.
International Insurance Co. Ltd.
Cymric Permanent Money Society Ltd.
Frolics (London) Syndicate Ltd.
The Calypso Co. Ltd.
W. H. Whitehouse & Co. Ltd.
Portbury Ltd.
The Mozambique Sugar Development Co. Ltd.
Allan Smith (Heywood) Ltd.
The Withernsea Tennis and Bowling Co. Ltd.
The Smith Booth Refining Co. Ltd.
West Kirby Hydropathic Hotel Ltd.
Organic Research Co. Ltd.

*London Gazette.*—TUESDAY, May 30.

Green & Son (Exeter) Ltd.
Tempietown Contracts Ltd.
Nigerian Stannaries Ltd.
Menai Bridge Electricity Supply Co. Ltd.
Lena Steamship Co. Ltd.
Ancoats Picturedrome Ltd.
Richmond Automobile Co. Ltd.
Ofom Co. Ltd.
A. Barnes Ltd.
Goodlass Wall&Co.(Australia) Ltd.
Alfo Electrical Engineering Co. Ltd.
Novo-Grozny Tashkala Oil Co. Ltd.
The Benue (Northern Nigeria) Tin Mines Ltd.

# Bankruptcy Notices.

## RECEIVING ORDERS.

*London Gazette.*—TUESDAY, May 23.

BLEASDALE, JOHN, Nantwich, Cycle Agent. Nantwich. Pet. May 5. Ord. May 19.
COOPEY, MARTIN, Churchdown, Glos., Farmer. Gloucester. Pet. May 18. Ord. May 18.
CROSSLEY, HERBERT, Seacombe, Chester, Sheet Iron Manufacturer. Birkenhead. Pet. May 4. Ord. May 19.
FRESHWATER, HORACE S., Stoke Newington, Wholesale Millinery Manufacturer. High Court. Pet. May 18. Ord. May 18.
HIRST, CLEMENT, Dewsbury, General Dealer. Dewsbury. Pet. May 19. Ord. May 19.
JONES, FLORENCE L., Uppermill, Yorks, Milliner. Oldham. Pet. May 4. Ord. May 18.
KINSELLA, JOHN, Romiley, Chester, Draper. Ashton-under-Lyne. Pet. May 19. Ord. May 19.
LLOYD, SAMUEL C. E., Eastgarston, Berks, Trainer of Racehorses. Newbury. Pet. March 16. Ord. May 18.
LUPTON, HERBERT W., York, Metal Worker and Welder. York. Pet. May 18. Ord. May 18.
MAAR, P., Cirencester-st., Harrow-rd., Baker. High Court. Pet. April 24. Ord. May 17.
MARTIN, CLIFFORD W., Fulwood, near Preston, Chauffeur. Preston. Pet. April 20. Ord. May 18.
MYLER, J. A., Wallasey, Chester, Commercial Traveller. Birkenhead. Pet. May 4. Ord. May 19.
NEWTON, JOHN H., Lincoln, Farmer, Grazier and Cattle Dealer. Boston. Pet. May 18. Ord. May 18.
PERRY, ELBERT, Leeds. Leeds. Pet. May 2. Ord. May 19.
PICKEN, CLARA, PICKEN, HARRY E., and PICKEN, LILY C., Castleford, Grocers and Fruiterers. Wakefield. Pet. May 18. Ord. May 18.
RADCLIFF, FLORENCE, Sheffield, Draper. Sheffield. Pet. May 17. Ord. May 17.
ROBINSON, ARTHUR J., Hyde Park-ter. High Court. Pet. March 8. Ord. May 18.
ROTHFIELD, HENRY, New Bond-st. High Court. Pet. Feb. 7. Ord. March 30.
SAYSELL, THOMAS F., Blackwood, Greengrocer and Fruiterer. Tredegar. Pet. May 15. Ord. May 15.
SEAMAN A., Lowestoft, Photographer. Great Yarmouth. Pet. May 4. Ord. May 19.
SENIOR, JAMES A., Burnley, Hardware Dealer. Burnley. Pet. May 19. Ord. May 19.
SINGLETON, MARY E., Burnley, Confectioner. Burnley. Pet. May 18. Ord. May 18.
SMITH, RICHARD T., Clifford-st. High Court. Pet. March 31. Ord. May 18.
SPRATT, WILLIAM R., Dolgelley, Hairdresser and Tobacconist. Aberystwyth. Pet. May 17. Ord. May 17.
THOMPSON, JOHN F., Ambaston, Derby, Farmer. Derby. Pet. May 19. Ord. May 19.
UPTON, JAMES, Draycott-in-the-Clay, Staffs, Builder and Wheelwright. Burton-on-Trent. Pet. May 18. Ord. May 18.
THE VELIKOID MANUFACTURING CO., Stockport. Stockport. Pet. May 1. Ord. May 18.
WILLIAMS, JOHN, Llanddeusant, Anglesey, Farmer. Bangor. Pet. May 19. Ord. May 19.
WILLIAMSON, FLORENCE A., Kingston-on-Thames. Kingston (Surrey). Pet. May 18. Ord. May 18.
WRIGHT, HAROLD, and WRIGHT, OSWALD, Rushall, near Walsall, Ironfounders and Engineers. Walsall. Pet. May 19. Ord. May 19.

*London Gazette.*—FRIDAY, May 26.

ALLEN, ANDREW, Dronfield, Derby. Grocer's Assistant. Chesterfield. Pet. May 22. Ord. May 22.
ANDREWS, ALBERT, Glossop, Pork Butcher. Manchester. Pet. May 23. Ord. May 23.
ASHTON, THOMAS, Handsworth, Coal Dealer. Birmingham. Pet. May 22. Ord. May 22.
BAKER, FREDERICK E., Ludlow, House Decorator. Leominster. Pet. May 22. Ord. May 22.
R. & G. BARBER, Bartholomew-close, Importers, Exporters, Agents and Shippers. High Court. Pet. March 20. Ord. May 23.
BARLEY, FRANK HERBERT, Regent-st. High Court. Pet. March 27. Ord. May 23.
BINET, C. W., Lancaster-gate. High Court. Pet. April 10. Ord. May 23.
BROOKS, HERBERT, Heywood, Lancs, Char-a-banc Proprietor. Bolton. Pet. May 22. Ord. May 22.
BUTTERWORTH, FRED, Prestwich, Bookbinder. Manchester Pet. May 22. Ord. May 22.
CLAXTON, OLIVER C., Treorchy, Fruiterer. Pontypridd. Pet. May 23. Ord. May 23.
COHEN, JACK, Bartholomew-close, Hosier. High Court. Pet. April 27. Ord. May 23.
COOPER, WALTER, Faversham, Hairdresser. Canterbury. Pet. May 24. Ord. May 24.
COX, PERCY R., Baltonsborough, Somerset, Farmer. Wells. Pet. May 23. Ord. May 23.
CROSS, O. FRANKLIN, Cricklewood-broadway, Automobile Engineer and General Factor. High Court. Pet. April 21. Ord. May 23.
DAVIES, GEORGE J., Mountain Ash, Fruiterer. Aberdare. Pet. May 22. Ord. May 22.
DAY, CHARLES T., Barry, Credit Boot Dealer and Insurance Agent. Cardiff. Pet. May 22. Ord. May 22.
GALLERY, DANIEL B., Wallgate, Wigan. Wigan. Pet. March 11. Ord. May 23.
C. GARLICK & SONS, Sheffield, Saw Makers. Sheffield. Pet. May 2. Ord. May 23.
GILLARD, ROBERT, Billingsgate-market, Smoked Haddock Dealer and Curer. High Court. Pet. May 22. Ord. May 22.
GOODHALL, RICHARD, Bayswater, Bank Clerk. High Court. Pet. Oct. 7. Ord. May 24.
GOSLING, ALFRED W., Bedwas, Mon, Grocer. Newport (Mon). Pet. May 3. Ord. May 22.
HARPER, RICHARD A., Portsmouth, Grocer. Portsmouth. Pet. May 20. Ord. May 20.
INGHAM, WILLIAM H., Scarborough, Accountant. Scarborough. Pet. May 12. Ord. May 23.
JONES, LEWIS M., Ogmore Vale, Glam, Draper. Cardiff. Pet. April 29. Ord. May 23.
JONES, WATKIN, Pontardawe, Grocer. Neath. Pet. May 10. Ord. May 24.
KERR, HOWARD W., Southampton, Engineer. High Court. Pet. May 22. Ord. May 22.
LINDLEY, EDGAR, Wetherby, Woollen Merchant. Harrogate. Pet. May 8. Ord. May 22.
LORD, FRED, St. Annes-on-Sea, Corn and Provender Dealer. Blackpool. Pet. April 27. Ord. May 19.
MARKS, DAVID, Llanelly, House Furnisher. Carmarthen. Pet. April 24. Ord. May 19.
METCALFE, WALTER J., Richmond, Boot and Shoe Dealer. Northallerton. Pet. April 25. Ord. May 23.
MORGAN, DAVID T., Seven Sisters, Glam, Butcher. Neath. Pet. May 23. Ord. May 23.
MORAN, GEORGETTE, Park-place, St. James's. High Court. Pet. April 7. Ord. May 24.
MORRIS, OWEN R., Portmadoc, Labourer. Portmadoc. Pet. May 23. Ord. May 23.
OBEE, HERBERT J., Northfleet, Builder. Rochester. Pet. May 10. Ord. May 22.
RAPLEY, JAMES W. M., Gosport, Builder, Portsmouth. Pet. May 20. Ord. May 20.
RICHARDS, GEORGE E., Chickerell, near Weymouth, Licensed Victualler. Dorchester. Pet. May 22. Ord. May 22.
RYAN, KATE, Streatham, Nurse. Hastings. Pet. May 10. Ord. May 24.
SHULMAN, BERNARD S., Barrow-in-Furness, Boot and Shoe Dealer. Barrow-in-Furness. Pet. May 23. Ord. May 23.
STANCER, CHRISTOPHER, Holbeach, Farmer. King's Lynn. Pet. May 12. Ord. May 24.
TURNER, ALFRED, Facit, near Rochdale. Pet. May 4. Ord. May 19.
TYRER, CHARLES W., Wallasey, Merchant's Clerk. Birkenhead. Pet. May 4. Ord. May 22.
WATHAM, JOHN, Ystradgynlais, Brecon, Fruiterer. Neath. Pet. May 23. Ord. May 23.
WILLETTS, HERBERT M., Bristol, Dental Practitioner. Bristol. Pet. May 22. Ord. May 22.
WOOD, WILFRED, Bolton, Timber Merchant. Bolton. Pet. May 22. Ord. May 22.

Amended Notice substituted for that published in the *London Gazette* of May 12, 1922:—

GILDART, W., Blackburn, Timber Merchant. Blackburn. Pet. April 22. Ord. May 8.

*London Gazette.*—TUESDAY, May 30.

AKERS, WALTER L., and AKERS, AGNES A., Dartmouth, Lodging House Keepers. Plymouth. Pet. May 25. Ord. May 25.

BAILEY, JOHN E., Manchester, Taxi-cab Proprietor. Manchester. Pet. May 26. Ord. May 26.

BAKER, WILLIAM E., Birmingham Bedstead Manufacturer. Birmingham. Pet. May 25. Ord. May 25.

BARRETT, HYMAN, Bradford, Woollen Merchant. High Court. Pet. April 13. Ord. May 26.

CAPRON, GEORGE, West Drayton. Windsor. Pet. Nov. 11. Ord. May 26.

DARLOW, ERNEST, Custom House, Essex. High Court. Pet. Mar. 15. Ord. May 23.

DULY, DANIEL, Balcombe, Sussex, Baker. Brighton. Pet. May 27. Ord. May 27.

EVISON, ALBERT, Sleaford, Painter. Boston. Pet. May 26. Ord. May 26.

FOX, MAURICE J., Manchester, Motor Haulage Contractor. Manchester. Pet. May 26. Ord. May 26.

GOULD, HARRY, Birmingham, Diamond Merchant. Birmingham. Pet. May 25. Ord. May 25.

HAIAT, JOSEPH A., Manchester, Export Merchant. Manchester Pet. April 6. Ord. May 26.

HAND, JOSEPH, Moreton Say, nr. Market Drayton, Estate Carpenter, Nantwich. Pet. May 26. Ord. May 26.

HARRIS, ARTHUR G., Walford, Hereford, Farmer. Hereford. Pet. May 25. Ord. May 25.

HIEROSS, WILLIAM, Grangetown, Yorks, Fruiterer. Middlesbrough. Pet. May 26. Ord. May 26.

HOLMES, LEONARD W., Rickmansworth, Director of a Public Company. St. Albans. Pet. May 26. Ord. May 26.

HOME, Sir JAMES, Bart., Cranley-gdns., Kensington. High Court. Pet. March 23. Ord. May 24.

HUGHES, ROBERT, Liverpool, Assurance Superintendent. Liverpool. Pet. May 3. Ord. May 25.

HUNTER, GEORGE O., Holloway, Baker. High Court. Pet. May 26. Ord. May 26.

HUTCHINGS, THOMAS A. F., Chippenham, Motor Engineer. Swindon. Pet. May 27. Ord. May 27.

JOEL, W., Kensington, Civil Servant. High Court. Pet. March 31. Ord. May 24.

KEENAN, J. N., Queen Victoria-st. High Court. Pet. March 1. Ord. May 24.

LESTER, CHARLES C., Walsall Wood, Staffs, Licensed Victualler. Walsall. Pet. May 25. Ord. May 25.

MASEY, FREDERICK W., Ashley Vale, Bristol, Grocer. Bristol. Pet. May 25. Ord. May 25.

MASON, SYDNEY V., Bursiem, Draper. Hanley. Pet. May 26. Ord. May 26.

MERRINGTON, JOSEPH, A., Oakengates, Salop, Licensed Victualler. Shrewsbury. Pet. May 26. Ord. May 26.

MORRIS, JEFFREY, Leicester, Yarn Agent. Leicester. Pet. May 10. Ord. May 26.

NORRIS, EDWARD, J. C., Saffron Walden. Cambridge. Pet. May 12. Ord. May 27.

PUGSLEY, JOHN W., Newport, Mon., and SHIPTON, HAROLD, Newport, Hatters, Tailors and Outfitters. Newport (Mon.). Pet. May 22. Ord. May 22.

RAE, SYDNEY, Finsbury Park-rd., Blouse and Robe Manufacturer. High Court. Pet. March 2. Ord. May 25.

RANDLES, THOMAS J., Oswestry, House Painter and Decorator, Wrexham. Pet. May 25. Ord. May 25.

REEKS, JOHN, Guildford, Bootmaker. High Court. Pet. May 2. Ord. May 25.

RICHARDSON, RICHARD, Ossett, Fishmonger and Greengrocer. Dewsbury. Pet. May 27. Ord. May 27.

ROBERTS, WILLIAM T., Warrington, Wholesale Draper. Liverpool. Pet. May 25. Ord. May 25.

ROBY, ALFRED, Abram, nr. Wigan, Grocer and General Dealer. Wigan. Pet. May 27. Ord. May 27.

SHAW, TRUEMAN, Golcar, nr. Huddersfield, Plumber. Huddersfield. Pet. May 27. Ord. May 27.

SILL, EDWARD H., Broad Street-place. High Court. Pet. April 20. Ord. May 25.

SMITH, JAMES F., Moston-by-Backford, Chester. Chester. Pet. May 12. Ord. May 26.

SWIFT, OWEN P., Upper Bedford-place. High Court. Pet. April 25. Ord. May 25.

SWINBORNE, FREDERICK G., Great Grimsby, Fisherman. Great Grimsby. Pet. May 26. Ord. May 26.

SYMONS, ARTHUR, Oxford-st., Costume Manufacturer. High Court. Pet. May 26. Ord. May 26.

THOMPSON, JOSEPH W., Dorchester, Contractor. Dorchester. Pet. May 12. Ord. May 26.

TOMBS, CLAUDE, Scunthorpe, Exhaust House Attendant. Great Grimsby. Pet. May 26. Ord. May 26.

VALENTINE, SAMUEL, Middleton, Motor Carrier. Oldham. Pet. May 25. Ord. May 25.

WAKELAND, JOHN T., Skegby, Notts, Boot and Shoe Dealer. Nottingham. Pet. May 25. Ord. May 25.

WEINBERG, ELLEN, North East Ham, Fish Restaurant Proprietress. High Court. Pet. May 1. Ord. May 25.

WESTCOTT, LAWRENCE, Cleethorpes, Fish Merchant. Great Grimsby. Pet. May 27. Ord. May 27.

WESTON, WILLIAM A., Leicester, Plumber. Leicester. Pet. May 26. Ord. May 26.

WISHART, GEORGE, Charing-cross. High Court. Pet. Jan. 19. Ord. May 25.

WOOD, BERNARD E., Bootle, Liverpool. Pet. May 3. Ord. May 25.